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Current Topics.

Right of Vendor to Forfeited Deposit.

THE CASE of *Jackson v. de Kadich* (1904, W. N. 168) is one of those cases which, not intended to be reported at length, give some trouble by getting into the text-books and thence into other reported cases. FARWELL, J., declined to make an order that the vendor was entitled to retain the deposit as well as to rescind the contract. The case is criticized in Williams' *Vendor and Purchaser*, p. 952, on the ground that the learned judge was mistaken as to the facts before the Court of Appeal in *Hove v. Smith* (27 Ch. D. 89). In other text-books, however, *Jackson v. de Kadich* is cited without any such illuminating comment, and it seems to have been relied on in at least one reported case: see *Griffiths v. Vezev* (1906, 1 Ch. 796). It is often important for the vendor to obtain a formal declaration that he is entitled to retain the deposit on re-cission of the contract, because, as in *Jackson v. de Kadich*, the deposit may be in the hands of a stakeholder, and the latter may not feel justified in handing it over to the vendor without the order of the court authorizing him to do so. This point is referred to by Mr. WILLIAMS, at p. 951 of his book, in this way: "It is submitted that the vendor is equally entitled to the deposit, on rescinding the contract for the purchaser's breach or renunciation of it, when the deposit has been paid to a stakeholder without special provision for its application." This statement is now justified, and the inconvenience caused by *Jackson v. de Kadich* abated, by a recent decision of NEVILLE, J.—*Jones v. Burnell*, 16th June. There the vendor, after judgment for specific performance and purchaser's failure to comply, obtained an order to the effect that the contract was rescinded and that the vendor was entitled to the deposit, which was in the hands of a stakeholder. Apparently, the right of the vendor to a declaration that the deposit is forfeited has hitherto been held to be an alternative to his right to have the contract rescinded. *Jones v. Burnell* decides that these rights are not alternative, but cumulative.

Public Rights Over the Foreshore.

PERHAPS THE most interesting part of the Report of the Royal Commission on Coast Erosion is the recommendation that a clear right of passage by foot upon all foreshores in the United Kingdom, whether Crown property or not, should be conferred on the public in addition to fishing and navigation rights. If this is adopted, as we trust it will be, the public will

regain the right of bathing in the sea of which they were deprived, in spite of the vigorous dissenting judgment of BEST, J., by the decision in *Blundell v. Catterall* (5 B. & Ald. 268). "The right of bathing in the sea," said BEST, J. (p. 284), "which is essential to the health of so many persons, is as beneficial to the public as that of fishing, and must have been as well secured to the subjects of this country by the common law." But the common law is what the judges declare it to be, and a majority of the King's Bench (ABBOTT, C.J., and HOLROYD and BAYLEY, JJ.) declared against the public right to use the foreshore. Since that time the practice of bathing has been indulged in only by permission of the Crown as the owner of the foreshore generally, or of lords of the manor as owners of particular parts of the foreshore, and the law as laid down in *Blundell v. Catterall* was recognized recently by the Court of Appeal in *Brinckman v. Matley* (1904, 2 Ch. 313). In so good a cause it might have been hoped that the law would have been revised, and the earlier decision reversed. But it was nearly a century old, and the utmost that the court could do—see the judgment of ROMER, L.J.—was to listen sympathetically to the arguments which had been advanced in favour of the right of bathing. In *Brinckman v. Matley* it was a private owner who successfully challenged the right of the public to have access to the sea over the foreshore, and, of course, it is where the foreshore is in private hands that the public interests are most jeopardized. Under the recommendation of the Royal Commission this state of things would be put an end to, and the public would resume their right of the free enjoyment of all the shores of the country, subject only to the actual use of those shores for other purposes, and subject to such bye-laws as may be made in the public interest. But these should leave the greatest possible liberty consistent with good order.

The Right of Retainer.

AN INTERESTING point as to an administrator's right of retainer was decided by CHANNELL, J., in *Wilson v. Wilson* (1911, 1 K. B. 327). The right of retainer is founded upon the consideration that an executor or administrator cannot sue himself, while any other creditor can acquire priority for his debt by suing for it and obtaining judgment. Without the right of retainer the administrator would be in a worse position than any other creditor. The right of retainer corrects this, and, incidentally, puts him in a better position than other creditors. And though it has been said that the right is not to be extended, yet it has been recognized in cases where the administrator is only beneficially entitled to the debt, the debt itself being payable to a trustee for him. In such a case there is a person who could sue the administrator for the debt; consequently the technical ground for the application of the rule fails; but provided no other person is beneficially interested in it, so that it is immediately payable to the administrator, he has been allowed to retain the debt; though not where others are beneficially interested in it as well: *Re Dunning* (54 L. J. Ch. 900), *Re Haywood* (1901, 1 Ch. 221.) This principle was applied by CHANNELL, J., in the present case. There was a debt of £700 due from the intestate's estate to the administrator. The debt was statute-barred, but this did not exclude the right of retainer. The administrator, however, at the time of taking out administration was an undischarged bankrupt, so that the debt was in fact owing to his trustee in bankruptcy. This would not have mattered if the creditors had all been paid, so that the trustee would hold any surplus of the estate for the bankrupt solely. On the principle just stated, the existence of the entire beneficial interest in the debt in the administrator would in such a case have enabled him to retain, notwithstanding that the legal right to sue was in his trustee. But apparently the creditors in the bankruptcy had not been paid, so that the beneficial interest in the debt was subject to the rights of his creditors, and under these circumstances the existence of the legal right to sue in the trustee in the bankruptcy prevented the administrator from retaining the debt.

Mortgagees and the Statute of Limitations.

THE RULE as to the manner in which a mortgagee can acquire a good title to the mortgaged property by possession is laid

down in section 7 of the Real Property Limitation Act, 1874, and an interesting example of its application is afforded by the decision of NEVILLE, J., in *Re Metropolis, &c., Building Society* (1911, 1 Ch. 698). When a mortgagee, so the section provides, has obtained the possession or the receipt of the profits of the mortgaged land, the mortgagor cannot bring an action to redeem the mortgage but within twelve years of such possession or receipt, unless in the meantime an acknowledgment in writing of the title of the mortgagor signed by the mortgagee shall have been given to the mortgagor or his agent. In the present case a building society had, in 1884, taken a mortgage of leaseholds to secure an advance of £400, repayable by instalments in ten years. By the mortgage deed the premises were conveyed to the society on trust to permit the mortgagor to receive the rents and profits until default in the agreed payments, and on default on trust that the society might enter and apply the rents and profits in payment of the sums due; there was also a trust for sale with ancillary clauses, including a trust of the surplus for the mortgagor. The mortgagor kept up the payments till 1887, when she went abroad, and the society entered into possession. By 1902 all sums due under the mortgage had been satisfied out of the rents, and thereafter the rents were carried to a suspense account in the ledger, and in the annual statutory accounts sent to the registrar under section 40 of the Building Societies Act, 1874, the leaseholds until 1902, and after 1902 the rents, were entered as property for which the society was accountable. The society was wound up in 1910, and later in the same year the lease of the property expired. No communication had been received from the mortgagor in the interval, but in the winding up she made a claim to the surplus rents. It is clear, however, that the statute had run against her. A mortgage is none the less a mortgage because it is in the form of a trust for sale (*Locking v. Parker*, 8 Ch. App. 30, *Re Alison*, 11 Ch. D. 284), and the twelve years began to run in 1887, so that the mortgagor's title was barred in 1899 unless there had been a written acknowledgment in the meantime. But no acknowledgment was suggested unless the statutory accounts could so operate. If the accounts had been handed to the mortgagor, doubtless this would have been their effect, but the mortgagor never received them and the requirement of the statute as to acknowledgment was not fulfilled: see *Wilson v. Walton, &c., Building Society* (19 T. L. R. 408). It was argued that since the loan was not repayable till 1894 time did not begin to run till then, so that the title of the society was not complete in 1902 when the mortgage was satisfied and the surplus rents began to accumulate in its hands. In this case possibly the trust of the surplus proceeds would have been operative so as to save the title of the mortgagor, though it would seem that the mortgage deed could not be thus divided and treated in part as a mortgage and in part as a trust deed. NEVILLE, J., held, however, that on the words of section 7 the statute ran from 1888, the date when the society took possession, and hence this point did not require decision.

Control Over Local Authorities by Government Departments.

ACTIONS BROUGHT by one local authority against another are not very common, and, therefore, a special interest attaches to a recent case of the *Thames Conservancy v. Metropolitan Board*. After the case had been part heard before Mr. Justice PHILLIMORE, counsel informed his lordship that the parties had agreed to a non-suit, each to pay their own costs, without prejudice to the right of the plaintiff to recommence proceedings in certain eventualities. This arrangement, counsel stated, was arrived at upon the joint suggestion of the Board of Trade and the Local Government Board, which bodies had brought their influence to bear upon their subordinate authorities to prevent the continuance of the litigation. We believe that whenever one local authority threatens proceedings against another it is usual for the Local Government Board to intervene and attempt a compromise. When both the disputants are subject to the authority of that department, the very wide power which it possesses of audit and surcharge over the accounts of its subordinates naturally makes any attempt to resist its pressure somewhat difficult. When, as in the present case, one of the disputants is controlled by the Local Govern-

ment Board and another by a different department, such interference is, of course, less easy and less usual, but by no means impracticable. The position of the central authority is strengthened by the fact that actions brought by a Government department against a local authority or its officer are expressly excepted by section 1 (d) of the Public Authorities Protection Act, 1893, from the three conditions precedent imposed by that statute upon any plaintiff who sues a local authority—namely, (1) that he must bring his action within six months after the act complained of, (2) that he must give notice of his action, (3) that the local authority may avoid liability by tendering amends after such notice: see *Lumley's Public Health*, vol. 1, pp. 1023-32, and cases there cited. Therefore, where a defaulting sanitary authority refused to perform some statutory duty, the power which section 299 of the Public Health Act, 1875, confers upon the Local Government Board to step in and get the work done at the expense of that authority is not subject to these restrictions: *Lumley (supra)*. The same rule, of course, applies to proceedings by the Attorney-General or some Government department which seeks to enforce performance of a statutory duty by *mandamus* or prohibition or otherwise. The existence of this exception, and such action as the joint intervention of two Government departments in the recent case, are interesting illustrations of the modern tendency to increase greatly the powers, privileges, and influence which the great departments of State enjoy.

Patent Rights and Restrictive Conditions.

THE JUDGMENT of the Privy Council in the case of *National Phonograph Co. v. Menck* (1911, A.C. 336) constitutes an important contribution to patent law on one of its most practical sides. The case came on appeal from Australia, but the five members of the Judicial Committee who heard it are all Lords of Appeal, so that—even if not technically binding in England—the judgment delivered by Lord SHAW represents the considered views of the House of Lords in its judicial capacity. But, dealing as it does with patent rights under an Act not differing essentially from the Patents and Designs Act, 1907, the judgment is likely to be accepted in the English courts as authoritative, should the same point arise here for decision. Shortly, what is decided is that a patentee is entitled to restrain the purchaser of a patented article from using it or dealing with it in a manner contrary to the conditions imposed by the patentee when selling it, even though there be no contractual relation between the patentee and the purchaser, provided that the purchaser had these conditions brought home to his mind when purchasing the article. The ground of this right to insist on the observance of restrictive conditions is not based on contract, but springs from the property conferred by the patent grant, and is therefore analogous to the right of enforcing restrictive conditions against the purchaser of land with notice of their existence. In the present case the appellants sold their patented goods only to persons who entered into stringent agreements with them. One of the terms which all these agreements contained was that the articles should not be sold below certain prices. Another was that they were not to be sold to dealers who were not on the patentee's lists, and that persons removed from the patentee's lists should not traffic in the patentee's goods at all. The respondent had been removed from the appellants' (patentees') list of dealers, and he knew of the restrictions. It was held that he was not entitled to purchase and traffic in the patent articles, irrespectively of any contractual relationship between him and the patentees. Several attempts have been made in recent years to impose conditions—usually as to the retail price of sale—on all purchasers of certain articles, such as tobacco in packets, &c. These attempts have failed in the case of unpatented articles whenever there was no express contract entered into by the purchaser with the person imposing the condition. Sometimes, also, the attempt failed in the case of patented articles, where the proceedings were not taken by the patentee. But the right of the patentee to insist on the observance of restrictive conditions at the hands of every purchaser who acquires the

patented goods with knowledge of those conditions is clearly laid down in the judgment of the Privy Council. The law on this point, as stated in *Incandescent Gas Light Co. v. Candelo* by WILLS, J. (12 Rep. Pat. Cas. 262), has now been authoritatively approved *cf.* Among cases in the ordinary reports, *British Mutoscope and Biograph Co. v. Homer* (1901, 1 Ch. 671) may also be referred to as laying down the distinction between the general right of ownership of ordinary chattels and the restricted right of ownership of patented articles. The distinction as there laid down has now been approved by the Privy Council.

Bequests to Servants.

A POINT WHICH was supposed to have been settled fifty years ago was raised afresh in *Re The Earl of Sheffield* (Weekly Notes, 1911, p. 134). A testator bequeathed "to each of his servants (indoor and outdoor)" fulfilling the conditions mentioned in his will "the amount of one year's wages in addition to what may then be actually due to them for wages," and the question was raised whether this legacy was confined to servants who were hired at a yearly wage. The foundation for the contention that it was so confined was *Re Ravensworth* (1905, 2 Ch. 1), where on the strength of *Blackwell v. Pennant* (9 Hare, 551), and other cases, the Court of Appeal held that a bequest to "all servants" of "one year's wages" does not extend to servants at wages calculated by the week or month. The ground given for the decision of TURNER, V.C., in *Blackwell v. Pennant* was that "the nature of the gift explains the persons for whom it was intended. To impute to the testator that he intended by 'a year's wages' the aggregate of the wages of fifty-two weeks would be a most unreasonable and strained construction of the words which he has used." In *Re Ravensworth* JOYCE, J., remarked that he could not follow this reasoning, but he considered himself bound by the cases cited. And when the case came before the Court of Appeal STIRLING, L.J., said that if the question had been free from decision he was not satisfied that he should have decided it in the same way. But he did not dissent from the decision of the court, and so the rule supposed to be settled as to all bequests to servants by decisions more than fifty years old, and approved by the Court of Appeal, came to be embodied in treatises and precedent books; the learned editor of the last edition of Jarman, however, with his usual care, drawing attention in a footnote (Vol. II., p. 1120) to the observation of Lord Justice STIRLING. When the point was raised in *Re The Earl of Sheffield (supra)*, before NEVILLE, J., that learned judge held that on the terms of the bequest before him all servants who fulfilled the conditions of service took a legacy equal in amount to the wages received by them in a year, whether they were hired at a yearly, weekly, or monthly wage. And, on appeal, this construction was unanimously affirmed by the Court of Appeal, but the learned judges thought it expedient to "distinguish" the bequest before them from the bequests in the previous cases on the grounds (1) of "the amount of one year's wages," being used in place of the words "one year's wages," which occurred in the earlier cases, and (2) of the description of the class to take as "indoor and outdoor servants"—a class which it was common knowledge usually contained many persons not paid by yearly wages. Neither of these distinctions, if we may venture to say so, appears to be tenable. What difference can there possibly be between "one year's wages" and "the amount of one year's wages"? And since in *Re Ravensworth (supra)* the bequest was to "all servants," it must necessarily have included both indoor and outdoor servants. Surely the Court of Appeal might well have simply overruled the earlier decisions, instead of leaving them to apply in all cases where the magic words "the amount of" and "indoor and outdoor servants" do not occur.

The Future Wage Days for Domestic Servants.

IT WILL be desirable for solicitors to make known to their clients that if the National Insurance Bill becomes law a new tax will be imposed on employers of domestic servants, and that the days on which "Mary Jane," "Eliza" and "James" receive their wages are likely to be marked by lively scenes with

those individuals. The persons styled "employed contributors," to whom the Act is to apply, are defined in clause 1 (1) and (2) and Part I. of the First Schedule as being persons employed "under any contract of service, written or oral, whether expressed or implied, and whether paid by the employer or some other person, and whether under one or more employers, and whether paid by time or by the piece or without any money payment"; hence domestic servants are plainly included in the Act. The employer, when the pay day is at hand, will have, first of all, to consider what is the amount of the daily wages of the "employed contributors," for on this depends the amount to be contributed by employer and employed (clause 4 and Part I. of Schedule 2). Having ascertained the rate of contribution, the employer will next have to obtain a supply of books or cards proportionate to the number of his servants, and a sufficient stock of stamps (clause 7). Then when Mary Jane presents herself for payment, the employer will place a special adhesive stamp on the book or card representing the amount (1) of the employer's contribution, and (2) of the servant's contribution, and will hand to the servant the book or card and pay her her wages, less the amount of her contribution. Her disgust at not receiving her full wages may be pictured. It will probably in some cases induce her to threaten to "have the law of her employer," and in other cases it may be expressed by flinging from her the book or card. This will be imprudent on her part, since she will be liable to a fine in case of loss of such book or card: clause 74 (3). What she is to do with such book or card, in the shape of presentation of it to the authorities, does not (so far as we have yet ascertained) appear to be provided by the Bill: it will probably be prescribed by the regulations to be made under clause 7.

After-acquired Property of a Bankrupt.

A NEW application has been made in *Re Behrend's Trust* (1911, 1 Ch. 687) of the rule which allows a bankrupt to make a title to after-acquired property. The rule was laid down in *Cohen v. Mitchell* (25 Q. B. D. 267) in terms agreed on by the Court of Appeal as follows: "Until the trustee intervenes, all transactions by a bankrupt after his bankruptcy with any person dealing with him *bonâ fide* and for value, in respect of his after-acquired property, whether with or without knowledge of the bankruptcy, are valid against the trustee." The rule makes no distinction according to the nature of the property, but it was held in *Re New Land Development Association and Gray* (1892, 2 Ch. 138) that it does not apply to real property. This, however, is the only restriction which has been placed on the rule. It applies to leaseholds (*Re Clayton and Barclay's Contract*, 1895, 2 Ch. 212), and it applies to *choses in action*: *Hunt v. Frapp* (1898, 1 Ch. 675). But in cases where the bankrupt disposes of the property for a pecuniary consideration, the consideration swells the value of his estate, and can be claimed by the trustee, while it remains with the bankrupt, in lieu of the property which it represents. In the present case this element was lacking. A bankrupt had settled after-acquired property on the occasion of marriage, and it was claimed both by the trustees of the settlement and by the trustee in bankruptcy. The rule in *Cohen v. Mitchell*, however, does not purport to be based upon any advantage accruing to the bankrupt's estate by the transaction. The disposition must be in favour of a person taking *bonâ fide* and for value, and if this requirement is satisfied, then, subject to the distinction as to real estate, the rule applies. Moreover, SWINFEN EADY, J., held that the marriage was a valuable consideration within the meaning of the rule. Consequently the settlement was effectual and the intervention of the trustee in bankruptcy was too late.

The Coronation Honours.

IN OUR reference last week to solicitors who appeared in the Coronation Honours List we omitted to notice Colonel C. E. LONGMORE, of Hertford, who was made a C.B. for services to the Territorial Force. He has served in the Volunteers and Territorial Force for upwards of thirty-seven years, during eleven of which he has been in command of his county battalion. He is clerk of the peace and clerk of the County Council for

Hertfordshire, a member of the Council of the Law Society, a member of the Discipline Committee, president of the Under-Sheriffs' Society, vice-chairman and honorary secretary of the Society of Clerks of the Peace for Counties, and honorary secretary of the Hertfordshire Law Society—an unusual accumulation of legal and military duties.

Proposed Legislation in Connection with the Declaration of London.

THE Naval Prize Bill, which was ordered to be printed on the 14th of June, and has just been issued, is identical with the Bill which was brought forward just twelve months ago and ordered to be printed on the 23rd of June, 1910. The *raison d'être* of this Bill, its principal features, and the alteration in the law of naval prize proposed to be made by it, were touched on in these columns a year ago—see 54 SOLICITORS' JOURNAL, pp. 671, 697. The real reason for the introduction of the Bill is the Declaration of London, though the Declaration is not mentioned in the Bill, and the ostensible reason for it is the intended ratification of the International Prize Court Convention. This convention was one of the results of the Second Peace Conference at The Hague, held in 1907, and even now neither the Convention nor the Declaration of London have been ratified. Things thus remain as they were twelve months ago. But the agitation against the Bill, the Convention, and the Declaration has not ceased, and the Declaration of London in particular has been the subject of further criticism, principally from the business and commercial world. Lawyers continue to be divided, though it is noticeable that even Mr. ARTHUR COHEN and Professor WESTLAKE only approve of the Declaration being ratified on certain conditions. Professor HOLLAND has not abated an iota of his disapproval of both the Declaration and the Prize Court Convention. It appears to be a matter for regret that the Government did not adopt a suggestion made by Professor HOLLAND a year ago, to the effect that the Convention and the Declaration should be separately discussed and disentangled from the Naval Prize Bill, into which, as he puts it, they "have been incongruously thrust." On the very eve of the re-issue of the Bill, in exactly the same form as before, Professor HOLLAND again made a public statement of his objections to it, in a paper read before the British Academy on the 31st of May last, and entitled "Proposed Changes in Naval Prize Law." This paper has now been reprinted in pamphlet form and contains an excellent *résumé* of the main objections to the Bill as it now stands, including the Convention and Declaration, which are in substance tacked to it. On p. 15 of this pamphlet the Bill is described as "an innocent-looking vehicle for the new and highly contentious alien matter with which it is now incumbered." This refers to the three-fold aspect of the Bill, explained last year. The Bill is, in the first place, a Consolidation Bill, replacing the Naval Prize Act, 1864, and the Prize Courts Act, 1894. Secondly, it erects a new Appeal Court and abrogates the ordinary appeal to the King in Council authorized by section 4 of the Judicature Act, 1891. Thirdly, it provides the machinery for appealing from the British Courts to the International Prize Court—in the event of such a court being constituted. Professor HOLLAND states very clearly the arguments against constituting any such court on the lines laid down in the Convention. The most objectionable feature of the Convention (which is printed as a Schedule to the Naval Prize Bill) is Article 7, according to which the new court would, in the absence of a recognized rule of international law, "give judgment in accordance with the general principles of justice and equity." This would simply be "to allow the court to be a law to itself." The Bill was to have been debated (on the second reading) on Wednesday and Thursday last.

Another Bill which also hinges on the Declaration of London to some extent is the Second Peace Conference (Conventions) Bill. This Bill consists of a preamble and six clauses, and some of its provisions have already been vigorously attacked in the daily press. The preamble, like the preamble to the Naval Prize Bill,

refers to the results of the Second Peace Conference of 1907 held at The Hague, when "various conventions were drawn up, but it is desirable that the same should not be ratified" until certain "amendments of the law" have been made. By clause 5 the "Act shall extend to the whole of his Majesty's dominions." The other four effective clauses (clauses 1-4) relate to enforcing attendance of witnesses before international tribunals, enforcing neutrality by means of Orders in Council, prohibiting the painting of ships to resemble hospital ships, and delivering up sick, wounded, and shipwrecked combatants. The attendance of witnesses is to be enforced by an order of a Secretary of State, made on the application of an international tribunal. Outside Great Britain similar orders may also be made by the local head of the Government, the Lord Lieutenant of Ireland, the Lieutenant Governor and Governors of other places. A ship seems to have been made with respect to South Africa, which ought to be placed in the same category as "India, Canada, and Australia," where orders may be made by the "Governor-General." Under clause 2 a breach of the provisions of Orders in Council relating to neutrality is to be treated as an offence under the Foreign Enlistment Act, 1870 (the Act called into requisition in the case of the Jameson Raid). Under clause 3, breach of the prohibition against assuming the appearance of a hospital ship is punishable by a fine of £100, and the same penalty is also imposed on improper use of the Geneva cross. Clause 4 contains extraordinary provisions compelling officers of British ships to deliver up combatants who are wounded, &c., to any officer in command of a belligerent warship, and apparently a British hospital ship is to hand over wounded enemy combatants to the enemy when Great Britain herself is a belligerent, though the other part of the clause seems to apply only when this country is not at war. Both these provisions and those in clause 1 as to enforcing attendance of witnesses seem to be in need of modification.

Trade Unions and the Judicature.

AN opinion, which we believe to be erroneous, prevails in some quarters to the effect that in recent years the judges, when dealing with trade union cases, have taken upon themselves to override the enactments of the Legislature. This misconception is found, though not, of course, in its crudest form, even among some lawyers who ought to be better informed. There are three distinct forms in which the opinion has crystallized; they represent different stages of misunderstanding and imperfect knowledge. The first is the crude view that the judges have assumed the position of a Second Chamber which revises all trade union legislation that comes before it on general grounds of public policy. This view is more widely prevalent than lawyers suppose; it is due to a confusion which exists in the minds even of educated and intelligent laymen, between the House of Lords as a legislative body and its functions as a final Court of Appeal. The transformation of the Privy Council's Judicial Committee into a universal Court of Final Appeal from the United Kingdom as well as other provinces of the Empire, foreshadowed in certain resolutions of the Imperial Conference, has at least this in its favour—it would put an end to this misconception, based as it is on the traditional, but somewhat anomalous, dual capacity of the Upper House. The second view, which is found among many persons who do not share the error to which we have just referred, is that the Law Courts, deeply possessed of a conviction that the policy of the Legislature in labour matters is mischievous and indefensible, have set out to misinterpret the statutes in which it is embodied so as to read into them the principles of justice and equity. Perhaps the somewhat rhetorical remarks in which a certain very learned and quite admirable judge has occasionally indulged when delivering judgments in such cases are partly responsible for this view. It is, however, quite mistaken; not one of the judicial decisions which have defined the status of trade unions is based upon any such legal grounds. Indeed, it is foreign to the practical and empirical temperament of our judicature to apply high-sounding maxims of jurisprudence to the interpreta-

tion of statutes. The general tendency of the judicial mind has been well expressed in the famous epigram commonly attributed to Lord Bowen: "Counsel has asked us to commit the barbarous *solecism* of deciding a pure question of law in accordance with the principles of justice and equity." Lastly, however, we get a view which is more reasonable and arguable than the two cruder opinions we have discussed—the view, namely, that the courts have placed an extremely narrow legal construction on the various Trade Union Acts, and have interpreted the letter of the statutes so as to defeat their intent. We believe, however, that a candid examination of the actual facts will shew that this supposition is not less mistaken than the others; in reality, our courts have simply applied to the special case of trade unions the same general principles which are applied to all similar bodies in similar circumstances. The consideration of a few leading cases in detail will, we think, shew this with sufficient clearness.

The most important group of cases which help to define exactly the legal status of a trade union is that group which is concerned with its functions, and of which *Osborne v. Amalgamated Society of Railway Servants* (1910, A. C. 87) is the chief. Now, stripped of technicalities and complications, all which that case really decided is that the ordinary legal rule of *ultra vires* applies to trade unions as well as to other corporate or quasi-corporate bodies. A trade union has always been a perfectly legal body under English law so long as its objects were legal. It is a popular fallacy to suppose that prior to 1871, the date of the first great Trade Union Act, all trade unions were illegal. Those only were illegal whose objects offended the rules of law, e.g., those whose object was to restrain trade. The Act provided that such an object should no longer render the union which existed to maintain it an illegal combination. It did not create a new class of bodies, hitherto prohibited by the law and therefore incapable of legal definition: it simply added 'Restraint of Trade' to the purposes to promote which an association could legally be formed. It follows that when an association is formed, in pursuance of the statute, to undertake objects permitted by the statute, its powers are limited to those objects. The same is true of any joint-stock company and of any public corporation. If such a body undertakes objects which are outside its functions, its conduct is *ultra vires* and can be restrained by injunction. Since political activities are no part of the true objects of a labour union formed to defend certain trade interests, it follows that, as in the *Osborne case*, any aggrieved member can seek the protection of the court.

Another group of cases, of which *Taff Vale Railway Co. v. Amalgamated Society of Railway Servants* (1901, A. C. 426) may be regarded as typical, deals with the status of a trade union when formed in pursuance of the Act of 1871. That decision simply held that when a legal body is recognised by statute as a separate legal entity with a name and a constitution of its own and a capacity to own property, such a body is in the nature of a corporation and is capable of being sued, and of suing, like any other natural or artificial person. It must be distinguished from a club, which possesses no legal right to own property, and whose property must be vested either in its members as joint proprietors, or in trustees on their behalf. Such a body has no legal status apart from its members or officers, and they must sue as individuals when its interests are concerned, although since the Judicature Act of 1873 it has been possible for one or more of its members to bring or defend actions as representatives of the rest (ord. 16, r. 9). But a trade union is an entity apart from its members, for the statute authorizes it to hold property in its own name. Now, once you get an entity capable of owning property and discharging legal duties, it is trite law that—in the absence of some common law or statutory disability—such an entity is to be treated just like a natural person, except in so far as physical difficulties make such treatment impossible: *Riche v. Ashbury Carriage Co.* (1874, L. R. 9 Ex., per BLACKBURN, J., at p. 264). It follows that its liability to be sued for torts and breaches of contract, and to be treated as responsible for acts done by its duly authorized agents in the scope of their employment, is the same as that of other legal entities which possess a legal capacity apart from their members.

This same doctrine, that an artificial person when acting *intra vires* has the same rights and duties as a natural person, has been applied of recent years to many such bodies which are not trade unions. Thus in *Abrath v. Great Eastern Railway Co.* (11 A. C. 247), a railway company was held liable for malicious prosecution; in *Neville v. Fine Arts Insurance Co.* (1895, 2 Q. B. 156), a trading company was held liable for a malicious libel; in *Houldsworth v. City of Glasgow Bank* (5 A. C. 317), a banking company was made liable for fraud; and in a series of similar cases other such bodies have been successfully sued for nuisance (69 L. T. 361), negligence (1 H. L. Cas. 13), trespass or assault (21 Q. B. D. 207), and the misfeasance of servants (7 C. B. N. S. 290). The extension of the same principle to the special case of trade unions was the inevitable result of that great doctrine of English law known as the "Rule of Law"—that no person, natural or artificial, except so far as expressly privileged by common law or statute, is exempt from the ordinary jurisdiction of its law courts.

There remains a very recent case in which the courts have restrained the expulsion of a member from his union for improper reasons without adequate trial, arising out of the larger case of *Osborne v. Amalgamated Society* (*supra*). On the 26th of February of this year the Court of Appeal decided that Mr. OSBORNE, a member of the defendant society, could not be expelled from the union unless and until he had received a fair trial and proper notice of that trial from its ruling body; and they issued an injunction accordingly. In so doing they merely followed a well-known group of club, school, and chapel cases, of which the leading one is *Dawkins v. Atrobus* (1881, 17 Ch. Div. 615). It is settled law that all such bodies must exercise judicially whatever legal powers to expel members are conferred upon them by their rules. The court distinguished the case of *Rigby v. Connol* (14 Ch. D. 482), in which the court refused to assist a member illegally expelled to obtain his share of benefits by means of a mandatory injunction. The reason is that, apart from the Act of 1871, the objects of that society were illegal as being in restraint of trade; therefore, at common law, no member could claim in the courts benefits derived from an illegal combination; and under that Act it is expressly provided that no action to enforce benefits shall be brought in the courts (section 4). This, however, the court held, in no way overrides the ordinary common law right of each member to a fair trial; he cannot be expelled without such trial, although the court will not assist him any further than that. He must take his chance of getting his benefit, since the court has no means of enforcing his right to it.

It will be seen, then, that whenever the construction of the Act of 1871 has obviously required it, the courts have had no hesitation about upholding the privileges of trade unions—even when they seem to result in unfair treatment of individuals. But they have refused to read into the Act wholly imaginary immunities and privileges which it nowhere contains and which are quite opposed to all the principles of the common law applied to similar entities.

Reviews.

The Star Chamber.

Selden Society: SELECT CASES BEFORE THE KING'S COUNCIL IN THE STAR CHAMBER, COMMONLY CALLED THE COURT OF STAR CHAMBER. VOL. II.: A.D. 1509-1544. Edited for the Selden Society by I. S. LEADAM. Bernard Quaritch.

The Court of Star Chamber failed to establish itself as one of the permanent tribunals of the country, but the cases in this volume shew that for a time it had an important influence on social life, and they are largely concerned with economical questions, such as the supply of food, the enclosure of common land, and the rivalry of different ports. In an introduction which fully maintains the interest of this series of publications, Mr. Leadam explains the constitution of the court and exhibits the bearing of some of the more important cases. At the beginning of the sixteenth century questions of the supply of food were pressing, and the offences of forestalling, regrating, and engrossing had an importance which they have since lost. The theory that merchants might buy

as cheaply and sell as dearly as the higgling of the market would allow was not accepted, and the aim of the Government was to secure that food should always be available at a reasonable price, while merchants should only make a profit sufficient for their due maintenance. In 1534, the Bakers and Brewers of Andover prosecuted a suit in the Star Chamber against one Knight for forestalling and engrossing corn. It does not appear how it ultimately fared with the defendant, but Mr. Leadam suggests that the court was not likely to deal leniently with him. The price of meat was as important as the price of corn, and the volume shews the attempts made to regulate prices both as against the butchers and the graziers, and also the failure of these attempts. By various Acts of Parliament prices were fixed, but about 1540 the butchers of London presented a petition, which is here printed, reciting the various regulations imposed upon them, and stating that the enforcement of the regulations would be their "utter undoing."

Considerable space is allotted to the dispute between John Mulsho, the Lord of the Manor of Thingden, Northants, and his neighbours with reference to enclosures which he had made. The inhabitants of Thingden complained to the Star Chamber, and obtained a decree in their favour, whereupon they threw down the fences with great alacrity. But this by no means finished the proceedings. The matter was prosecuted on each side with varying success, in Chancery as well as in the Star Chamber, and the end of the litigation is lost. In the course of it Wolsey was succeeded by More. A decree of Wolsey's was reversed, and the lord of the manor had, for a time at least, the upper hand. Another aspect of social conflict is exhibited in the struggle which lasted for several centuries between the Corporation of Newcastle-on-Tyne and the Prior of Tynemouth. The prior attempted to set up Shields as a rival port to Newcastle. In 1292 he was compelled by Parliament to desist, but two centuries later the then prior, being under Wolsey's protection, had the dispute referred to the Star Chamber. For a time he was successful, but in 1529 an Act of Parliament secured exclusive privileges to Newcastle. The records preserved in this volume shew that the Star Chamber had during its existence an active influence on social developments, but in fact there was no room for it among the courts of law, and even apart from the unpopularity which it at length attracted, it could hardly have survived.

Company Law.

COMPANY LAW: A PRACTICAL HANDBOOK FOR LAWYERS AND BUSINESS MEN. WITH AN APPENDIX CONTAINING THE COMPANIES (CONSOLIDATION) ACT, 1908, AND OTHER ACTS AND RULES. NINTH EDITION. By Sir FRANCIS BEAUFORT PALMER, Bencher of the Inner Temple. Stevens & Sons (Limited).

The first edition of this work was published in 1898. The number of the present edition shews that it has appeared almost annually since that date, and the fact that it presents within a moderate compass the chief features of the great body of company law which has been developed in the last half-century sufficiently accounts for its success. Any detailed criticism of it is needless, but as a specimen of the style, which is at once concise and full, we may refer to the statement in Chapter XVII. of the authorities on the question of the fund out of which dividends are payable. Dividends, of course, are to be paid out of profits, and not out of capital, but the application of this maxim depends on what are profits and what capital, and Sir Francis Palmer regards *Lee v. Newchapel Co.* (41 Ch. D. 1) and some subsequent cases as countenancing a dangerous laxity. This has been partially checked by the House of Lords in *Dovey v. Cory* (1901, A. C. 15), and he anticipates further restrictions. Section 69 of the Companies Act, 1908, has recast the earlier definitions of extraordinary and special resolutions contained in sections 51 and 129 of the Act of 1862. That Act defined special resolution first, and then defined an extraordinary resolution as a special resolution without confirmation. The present Act reverses the process and defines extraordinary resolution first. This leads to a certain degree of confusion to which Sir Francis Palmer, calls attention in a note at p. 432A. To comply with the words of the statute the notice for the first meeting should state that the resolution is to be proposed as an extraordinary resolution, notwithstanding it is intended to be passed as a special resolution. But the learned author seems to be mistaken in saying that the statute requires that it should be passed at an extraordinary meeting. The statute prescribes other requirements, but as to the meeting it is sufficient that it is "a general meeting." The Act of 1908 is printed at the end of the volume, so that the reader has the text of the existing statute law as well as a guide to the leading decisions and their effect.

Books of the Week.

Lunacy Practice.—Heywood and Massey's Lunacy Practice. Part I.: Dissertations, Forms and Precedents. Parts II. and III.: The Lunacy Acts, 1890 to 1908, and Rules, fully Annotated, and an Appen-

dix with Precedents of Bills of Costs. Fourth Edition. By N. ARTHUR HEYWOOD and ARNOLD S. MASSEY, M.A., Solicitors, and RALPH C. ROMER, First Class Clerk in the Office of the Masters in Lunacy. Stevens & Sons (Limited).

Evidence.—The Law of Evidence. By SIDNEY L. PHIPSON, M.A. (Cantab.), Barrister-at-Law. Fifth Edition. Stevens & Haynes.

Betting.—A Guide to the Law of Betting, Civil and Criminal. By HERBERT W. ROWSELL and CLARENCE G. MORAN, Barristers-at-Law. Butterworth & Co.

French Judges and Bar.—The French Judiciary and Bar. By E. M. UNDERDOWN, K.C. Printed by Order of the Masters of the Bench of the Honourable Society of the Inner Temple.

Law Books.—A Catalogue of Modern Law Works published during the years 1865-1910; being a Supplement to the Bibliotheca Legum of Henry G. Stevens and Robert W. Haynes, Law Publishers, Booksellers and Exporters of Law and Miscellaneous Literature, 13, Bell-yard, Temple Bar, London.

CASES OF THE WEEK.

House of Lords.

T. W. THOMAS & CO. (LIM.) v. PORTSEA STEAMSHIP CO. (LIM.)
16th June.

ADMIRALTY—SHIP—BILL OF LADING—RECEIPT OF GOODS BY BILL OF LADING HOLDER—INCORPORATION OF CONDITIONS OF CHARTER PARTY—DISCHARGE OF CARGO—DEMURRAGE—ARBITRATION CLAUSE.

A cargo of wood was shipped on a vessel, the charter containing a demurrage clause, certain exceptions and conditions, and a submission to arbitration as to "any dispute or claim arising out of any of the conditions" of the charter party. A bill of lading was given to the shipper which contained the following terms:—"He or they" (i.e., the shipper or his assigns), "paying freight for the said goods, with other conditions as to charter," and in the margin was written in ink, "Deckload at shipper's risk and all other terms and conditions and exceptions of charter to be as per charter party, including negligence clause." The bill of lading holders applied to stay proceedings instituted by the shipowners under the arbitration clause.

Held, that the arbitration clause was not applicable to the dispute between the shipowners and the holders of the bill of lading.

Decision of Court of Appeal, sub nom. The Portsmouth (1911, 1 K. B. 54, 104 L. T. 10) affirmed.

Appeal by T. W. Thomas & Co., timber merchants, of Swansea, from a decision of the Court of Appeal reversing a decision of a Divisional Court (Sir Samuel Evans, P., and Bargrave Deane, J.), dismissing an appeal against a judgment of his Honour Judge Hill Kelly, of the County Court, Glamorgan. A claim arose for demurrage, and the question for determination was whether the arbitration clause in the charter party was incorporated in the bill of lading. The Admiralty Court, like the county court judge, were of opinion that the arbitration clause applied to the claim and that the action should be stayed. The Court of Appeal reversed that decision, and the bill of lading holders, T. W. Thomas & Co. (Limited), appealed. At the conclusion of the arguments,

LORD LOREBURN, C., said he thought the arbitration clause in the charter party—namely, that "any dispute or claim arising out of any of the conditions of this charter party shall be adjusted at the port where it occurs, and same shall be settled by arbitration"—did not apply to the claim, as it was not incorporated in the bill of lading by the mere indorsement of general terms in the margin. The arbitration clause only governed disputes between the parties to the charter party and arising out of the conditions of the charter party, but not disputes arising out of the bill of lading. In his opinion the Court of Appeal rightly followed *Hamilton v. Mackie* (5 T. L. R. 677). If it was desired to put on the holder of a bill of lading an obligation to arbitrate, the obligation must be stated explicitly in the charter party.

LORD ATKINSON concurred, expressing the opinion that if an obligation to arbitrate was to be put on the holders of a bill of lading it ought to be done in explicit words and not general words, such as were written in the margin in this case.

LORD GORELL agreed. He considered that very plain language should be used if either party to a bill of lading was to be ousted from the jurisdiction of the courts and compelled to decide their disputes by means of arbitration.

LORD ROBSON concurred in the appeal being dismissed with costs.—COUNSEL, *Leslie Scott, K.C.*, and *Holman Gregory*, for the appellants; *Boilhache and Arthur Parsons*, for the respondents. SOLICITORS, *Botterell & Roche*, for J. D. Rawlings, Swansea; *Downing, Hancock, Middleton, & Lewis*, for *Downing & Hancock*, Cardiff.

[Reported by ERSKINE REID, Barrister-at-Law.]

TAMWORTH COLLIERY CO. (LIM.) v. HALL. 13th June.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—PARTIAL DEPENDENCY—EARNINGS—COST OF MAINTENANCE—WORKMEN'S COMPENSATION ACT, 1906, s. 13—SCHEDULE I., PAR. 1 (A) (II.).

A boy earned 6s. 11d. a week at a colliery; he also assisted his father on certain days in the week in his business as a barber, and these services the father said were worth 6s. a week to him. The boy was killed, by accident, at the colliery, and the evidence was that he paid his wages of 6s. 11d. a week into the family fund, and that his keep cost his father as much as the boy earned. The county court judge, on a claim by the father as partially dependent on the earnings of the boy, set the cost of his keep against what he contributed to the family fund, and decided that the father was not dependent in fact on the boy's earnings and made no award.

Held, that the case must go back; there was evidence upon which the father might be a dependant, if the voluntary services which the son rendered reduced the costs of the boy's keep so that, in fact, all or part of the payments he made to the family fund were available for the family support.

Osmond v. Campbell & Harrison (Limited) (1905, 2 K. B. 852) considered.

Order of Court of Appeal remitting case to county court (1911, 1 K. B. 341) varied.

Appeal by the employers from an order of the Court of Appeal directing that the case should go back to the county court judge with a direction that the judge should award "such sum as he may consider reasonable and proportionate to the appellant without having regard to the amount which the maintenance of the deceased would have cost or making any deduction in respect thereof, and to deal with the costs of the arbitration." The facts were shortly that a lad, the son of the applicant, was earning 6s. 11d. a week wages at the colliery owned by the respondents when he met with an accident which resulted in his death. The boy lived with his family, consisting of his father and mother and brother and sisters, and paid his wages into the common fund. He also assisted his father in his business as a barber, but was paid no wages for his services. The cost of his maintenance at home was about equal to the wages he earned at the colliery. On an application by the father for compensation as being in part dependent on the boy's earnings, heard in the Tamworth (Warwickshire) County Court, his Honour Judge Howard Smith held that, as the boy's wages amounted to no more than the cost of his keep, the father was not a dependant, and made no order. On appeal, the Court of Appeal, Farwell, L.J., dissenting, held, first, on the authority of *Main Colliery Co. v. Davies* (1900, A. C. 358), that the father was, in part, dependent upon the earnings of the boy, and, secondly, on the authority of *Osmond v. Campbell & Harrison (Limited)* (1905, 2 K. B. 852), that the county court judge was wrong in taking into consideration at all the cost of the boy's maintenance in reduction of the earnings. The employers appealed against the direction with which the case was remitted, submitting that the question of dependency was one of fact, and that while it was open to the judge to find in such circumstances as the present that the father was a dependant, there was no rule of law that he must so find. They also contended that the boy's services to his father could not be treated as "earnings," and that the employers' liability was strictly limited to loss of "earnings" under the Act. The case having been fully argued,

LORD LOREBURN, C., in giving judgment, said that in this case there was a difference of opinion in the Court of Appeal, who felt themselves bound by the decision of this House in *Main Colliery Co. v. Davies*. The question here, whether the father was partially dependent on his son's earnings, was a question of fact. The Court of Appeal apparently regarded the decision in the *Main Colliery Co. v. Davies* as determining that a father must be dependent upon his son, if his son paid anything into the family fund. That case only, in his opinion, decided that a father in such a case "might" be dependent upon his son's earnings. In his lordship's opinion it was not right to say that the county court judge must exclude the cost of maintenance of the boy in deciding the question of partial dependency. He would be entitled to say that a father, if not in a situation to gain anything from the son's contributions, was not a dependant at all. He would be quite entitled to say that the earnings of the son should not exceed the cost of keep of the son, and to set one off against the other. If *Osmond's* case meant anything contrary to this, then his lordship dissented from it. If that had been the only point which the county court judge had to decide in order to answer the question of fact, he should have said that the county court judge was quite entitled to find that there was no dependency at all, inasmuch as the cost of the maintenance of the son was as much as the wages he gave to the father. But there was the question of the value of his services to be considered. They might be of such a value that they could be set off against his keep and therefore the earnings he paid to his father were a clear gain to his father. Accordingly, he could not agree with the form of the order made by the Court of Appeal, although he agreed with the Lords Justices that the case must go back. In determining the question of the dependency of the father on the earnings of the son, the county court judge was not precluded by law from making a deduction in respect of maintenance, nor was he precluded by law from taking into account as against the cost of the son's maintenance the pecuniary

value, if any, of the services rendered by the son to the father in the conduct of the latter's business as a barber.

LORDS ATKINSON, GORELL and ROBSON agreed.

LORD LOREBURN, C., then moved that the order of the Court of Appeal should be varied in accordance with the expression of opinion of this House, and that the order be remitted to the county court judge to deal with the matter on that footing, the appellant to pay the respondents their costs here and below. Order accordingly.—COUNSEL, C. A. Russell, K.C., and G. W. Cave, for the appellant; Hugo Young, K.C., and H. H. Joy, for the respondents. SOLICITORS, Ellithorpe, Curry, & Co., for C. F. Elliot Smith, Mansfield; Sharpe, Pritchard, & Co., for Hughes & Masser, Coventry.

[Reported by EMMETT REID, Barrister-at-Law.]

High Court—Chancery Division.

Re TEWKESBURY GAS CO. (LIM.). TYSON v. THE COMPANY.

Parker, J. 13th and 21st June.

COMPANY—DEBENTURE—COVENANT TO PAY OFF "ON OR AFTER JANUARY 1ST, 1898," THE DEBENTURES TO BE PAID OFF BEING SELECTED BY BALLOT—EFFECT—REPUGNANCY—VOID.

A company issued debentures, which they covenanted to pay off "on or after the 1st of January, 1898," the debentures to be paid off being selected by ballot, and six months' notice being given to the holders thereof. The company contended that the debentures were repayable after the 1st of January, 1898, only after a ballot had been held, and six months' notice had been given to the holders of the drawn debentures.

Held, that inasmuch as the covenant created a liability to pay on or after the date specified upon demand, the clause seeking to limit its operation to such debentures as should be drawn by ballot was void for repugnancy.

In December, 1892, the defendant company made an issue of debentures, all of which were in the same form, the only difference being in the names of the original allottees. These debentures contained the following terms of redemption: "The Tewkesbury Gas Co. (Limited) (hereinafter called the company), in consideration of the sum of one hundred pounds paid to the company by (the original allottee) will on or after the 1st day of January, 1898, pay to him the said (———), or other the registered holder for the time being hereof, his executors or administrators, the sum of one hundred pounds. The debentures to be paid off will be determined by ballot, and six calendar months' notice will be given by the company of the debentures so drawn for payment. In the meantime, the company will pay to him or them interest thereon at the rate of four pounds per cent. per annum by half-yearly payments on the 30th day of June and the 31st day of December in every year." The defendant company, not having redeemed any of the debentures, and not having held any ballot, the plaintiff, who had become a registered holder of one of the debentures, wrote in November, 1900, giving the company six months' notice to pay off the debenture, which the company failed to do, contending that the principal was not due. No default had been made in the payment of interest.

PARKER, J., said the question to be decided was really what was the true construction of the debenture sued upon, and in determining that question he could not properly refer to the prospectus on the terms of which the debenture was issued (*Re Chicago and North-Western Granaries Co.*, 1896, 1 Ch. 263), nor could he see how the prospectus, or the application of the plaintiff's predecessor in title on the terms of such prospectus could raise any personal equity binding the plaintiff. The only relevant equity would be an equity to have the debenture rectified so as to conform with the prospectus, but there was no claim for rectification. Even if there were rectification, a purchaser without notice would not be bound thereby. The company had sealed a debenture which, on the face of it, purported to be transferable, and to contain all the terms regulating the rights of the company and the transferees. This debenture contained a covenant by which the company undertook to pay, on or after the 1st of January, 1898, to the original allottee, or the registered holder of the debenture, the sum of one hundred pounds, and the question now raised was, what was the effect of such a covenant? A covenant to pay without specifying a time for payment created a liability to pay at once, or, at any rate, on demand. A covenant to pay on or before a specified date created a liability to pay on the date specified, or earlier, at the option of the covenantor. A covenant to pay on or after a certain date, as in the present case, created no liability to pay until the date specified had passed, and possibly not then until demand. His lordship was, therefore, of opinion that on the true construction of the covenant the plaintiff was, in the events which had happened, entitled to be repaid the hundred pounds which the company had covenanted to repay on or after the 1st of January, 1898. But it had been argued on behalf of the company that this could not be regarded as the true construction of the covenant, if the clause following the covenant were taken into consideration. This clause provided that the debentures to be paid off should be determined by ballot, and that six months' notice should be given to the holders of the drawn debentures. In his lordship's opinion, it could have been equally well argued that this clause gave the company power to pay off any debenture before the date mentioned, pro-

viding they held a ballot, and gave the six months' notice. If the company's contention were correct, it would mean that the company was not bound to pay off any of the debentures until they elected to hold a ballot and gave six months' notice. But when there was a covenant to pay, followed by a proviso declaring that the covenant should be enforceable only at the option of the covenantor, the proviso was void for repugnancy on the principle laid down in *Sheppard's Touchstone* at page 233, and in the recent case of *Walling v. Lewis* (1911, 1 Ch. 414). His lordship therefore held that the action succeeded, and gave judgment with costs for the principal and interest due on the debenture.—COUNSEL, A. Grant, K.C., and Owen Thompson; Mark Romer, K.C., and A. F. C. C. Luzmoore. SOLICITORS, Surr, Gribble, Nelson, & Oliver, for Brookes & Badham, Tewkesbury; Thwaites & Thompson, for Sidney Baker, Tewkesbury.

[Reported by F. BRIGGS, Barrister-at-Law.]

Solicitors' Cases.

STEAD AND ANOTHER v. SMITH. House of Lords. 13th June.

PRACTICE—COSTS—TAXATION—NON-CONTENTIOUS BUSINESS—DISTRICT REGISTRAR OF MANCHESTER—JURISDICTION—SOLICITORS ACT, 1843 (6 & 7 VICT. c. 73), s. 37—R. S. C. XXXV. 6a; LXI. 1b; LXV. 26a; LXXI.

A district registrar is not a "proper officer" of the court within the meaning of section 37 of the Solicitors Act, 1843, to whom a bill of costs for non-contentious business can be referred for taxation, and such bill can only be taxed by a Master of the Supreme Court.

Decision of Court of Appeal sub nom. *Re R. W. Stead* (a Solicitor) (54 SOLICITORS' JOURNAL, 618; 1910, 2 K. B. 715) affirmed.

Appeal by A. J. Stead and Annie Stead, the executor and executrix respectively of Richard William Stead, formerly a solicitor practising in Manchester, who died in 1907. The appeal was from an order of the Court of Appeal which affirmed a decision of Walton, J. The testator was one of the executors and trustees of his wife's will and was entitled to be paid his professional charges for work done for her estate. He did a considerable amount of non-contentious work for the estate. On the death of the testator, R. W. Stead, his executors delivered to the surviving trustee of his wife's will a bill of costs for the work thus done, and applied by originating summons in the Manchester District Registry for an order referring the bill to the district registrar to be taxed. The surviving trustee (the present respondent) asked that the taxation should take place in London. The question was referred to Walton, J., in chambers, who dismissed the summons for taxation by the district registrar. The Court of Appeal upheld the order made in chambers. Against that order this appeal was brought, and was argued by the executor, Mr. Arthur James Stead, in person. He submitted that rule 1b of order 61 did not govern the present case. The object of that rule was to confer on all the taxing officers of the (then new) Central Taxing Office the powers formerly exercised by the Chancery Taxing Masters only, the Masters of the Supreme Court. Accordingly the rule provided (*inter alia*) that where a statute had directed taxation by a master or had prescribed a master as the taxing authority, the power under that statute should be exercised by the Taxing Officers of the Central Taxing Office. The Solicitors Act, 1843, did not direct taxation by a master, nor did the statute prescribe a master as the taxing authority. It merely empowered certain courts to make orders referring bills for taxation. Therefore the authority to tax was derived from the order made under the statute. But the order must refer the bill for taxation to a "proper officer," whose duty it was to tax the costs of matters proceeding in that court, and in all matters proceeding in the Manchester District Registry of the King's Bench Division of the High Court of Justice the "proper person" to tax the costs of such matters was the district registrar. The present proceedings were proceedings commenced and continued in the district registry, and the order of the judge dealt solely with those matters. Therefore, the requirements of the statute having been complied with, the order should have directed taxation of the bill in the district registry. Without hearing counsel for the respondents,

LORD LOREBURN, C., moved that the appeal should be dismissed. He thought on the point of law that the decision of the Court of Appeal ought to be affirmed for the reasons stated by the Master of the Rolls. He avowed considerable sympathy with the appellant in regard to the prospect of his business being interrupted by successive hearings before the master in London, and it seemed to him that really the appeal was the outcome of a conflict of convenience between the solicitors upon the one side and the solicitors on the other. While he thought all legal proceedings ought, as far as possible, to be localized for the convenience of those concerned, either in this class of litigation or other legal business which might come before any officer of the court, nevertheless there was no cause or matter proceeding in the district registry when the summons was issued, and the order appealed from must be supported.

LORDS ATKINSON, GORELL and ROBSON concurred, and the appeal was accordingly dismissed with costs.—COUNSEL, The appellant in person; Peterson, K.C., and A. St. John Clarke, for the respondent.

SOLICITORS, C. P. Fielder, Le Riche, & Co., for Arthur J. Stead, Manchester; Francis M. Jeboult.

[Reported by ESKINE REID, Barrister-at-Law.]

Solicitors Ordered to be Struck Off the Rolls.

June 21.—HENRY STANLEY COOPER, Manchester.

June 20.—NEVILLE EWART RICKETTS, formerly of Gloucester and Cheltenham.

CASES OF LAST SITTINGS.

House of Lords.

WATKINSON v. WILSON. 1st and 2nd June.

CONTRACT—CONSTRUCTION—MISTAKE—FALSA DEMONSTRATIO—"ABOUT FOUR YEARS"—ESTOPPEL—ADMISSIBILITY OF EVIDENCE—NOTICE.

The appellant agreed to sell his interest in certain leasehold premises to the respondent, the premium to be paid by the latter to the former being at the rate of £15 a year for "each and every year of the existing term" of a certain underlease held by the appellant of other business premises, which term the appellant, by a mistake, but in perfect good faith, told the respondent was "about four years." The appellant, the mistake being discovered, claimed that the premium should be £105, as the lease of the other premises was not "about four years," but seven years unexpired.

Held, that the words "about four years" were dominant words and were not inserted in the agreement merely as a statement of belief which the respondent was not entitled to rely on.

Appeal from an order of the Court of Appeal reversing an order of the King's Bench Division, which dismissed an appeal by the now respondent, Richard Wilson, against a judgment of his Honour Judge Graham, K.C., at the County Court, Skipton, Yorkshire. The present appellant, Frank S. Wilkinson, was tenant from year to year to the Craven Bank (Limited), at a yearly rental of £33, of a shop and premises, No. 12, Otley-street, Skipton, part of which premises he used as a warehouse in connection with a business he carried on at 100, Caroline-square. The respondent offered the appellant £50 premium if he would sell him his interest in the Otley-street premises. The appellant refused to accept this offer, but said he would accept £15 a year so long as he should occupy the premises 100, Caroline-square. The respondent then asked what was the duration of the unexpired term of the lease of 100, Caroline-square, and the appellant replied, "About four years." The respondent observed that that would mean he should have to pay £60, and pressed the appellant to accept £50, but this again being refused, he agreed to pay the higher price, and an agreement in writing was then drawn up and signed. Clause 2 of the agreement provided that "the price to be paid by the respondent to the appellant for the said estate and interest (in the Otley-street premises) should be the sum of £15 for each and every year of the existing term of the appellant in the business premises No. 100, Caroline-square, Skipton—about four years—a proportionate part of such price to be paid for any fraction of a year." The statement "about four years" was made in good faith by the appellant, but it turned out on inspection of the underlease that he had seven years' interest, and not four years, in the Caroline-square premises. The respondent having become tenant of the premises, duly paid the rent to the bank, and on each of the four years succeeding the date of the agreement he paid £15 to the appellant, but refused to continue the payments of premium after that date. The action was then brought in the county court. The contention between the parties was whether under the agreement the respondent was liable to pay in all to the appellant £60, or, as the appellant contended, £105 during the currency of his term. The Court of Appeal held in favour of the respondent and the appellant appealed. Counsel on his behalf submitted that even if the £15 was not payable during each of the seven years, at any rate the words "about four years" were wide enough to include five years, and that he was therefore entitled at the least to £15 for the fifth year. At the conclusion of the arguments,

Lord LOREBURN, C., in giving judgment, said that to his mind in a sense this case was a very lamentable one. The sum at stake was only £15, or possibly some £30 more, and this had involved the parties in litigation in which there had been decisions by no fewer than three different tribunals. The question of law involved no point of public interest or importance. The only point was what was the contract contemplated by the parties when the agreement was entered into. In his lordship's opinion it was clearly that the premium of £15 should be limited to "about four years," those words being expressly introduced to give effect to the measure of the price to be paid by the respondent.

Lords ATKINSON, SHAW OF DUNFERMLINE and ROBSON gave judgment to a like effect. Appeal dismissed with costs.—COUNSEL, T. A. Ashton and M. N. Druequer, for the appellant; J. R. Atkin, K.C., and Compton, for the respondent. SOLICITORS, Turner & Co., for Newman & Holmes, Bradford; Richard F. & C. L. Smith, for Frederick Wilson, Skipton.

[Reported by ESKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

KYNOCH (LIM.) v. ROWLANDS. Joyce, J. 2nd, 3rd, 4th, 5th, 6th, 8th, and 30th May.

LIMITATION OF ACTION—TRESPASS—CLAIM OF RIGHT—DISCONTINUANCE AND ACQUISITION OF POSSESSION—ACTS OF OWNERSHIP—INJUNCTION—REAL PROPERTY LIMITATION ACTS, 1833 and 1874 (3 & 4 WILL. 4, c. 27, s. 3; 37 & 38 VICT. c. 57, s. 1).

A defendant in an action for an injunction and damages for trespass was the owner of land divided from the land of the plaintiffs by a wall belonging to the plaintiffs, and by a strip of land, on the defendant's side of the wall, the ownership of which was in dispute. The defendant had tipped rubbish on his own land and also on the disputed strip up to and against the wall. There was evidence that the wall had been built in 1894 and 1895, and that the plaintiffs had since then made no further use of the strip except occasionally in repairing and altering their wall; and there was some evidence that the defendant or his tenant had grazed cows up to the wall. The defendant contended that the plaintiffs had discontinued possession and that the defendant had acquired a good title under the Real Property Limitation Acts, 1833 and 1874.

Held, that the plaintiffs were entitled to succeed.

Observations on discontinuance and acquisition of possession under the Real Property Limitation Acts.

This was an action by the plaintiffs for an injunction to restrain the defendants, Rowlands, whose land adjoined the land of the plaintiffs on the eastern side, and Wells, who was a cartage contractor, from tipping rubbish on or against the land or buildings of the plaintiffs; for an order to remove the rubbish already tipped; and for damages for trespass and wrongful acts. The plaintiffs had obtained an interim injunction. Between the plaintiffs and the defendant Rowland's land was a wall, built by the plaintiffs, and a narrow strip of land which was claimed by each of these two parties; and the tipping complained of had taken place on the strip of land and against the wall. The defendants pleaded, among other things, that the plaintiffs had built the wall as a boundary wall, and discontinued possession of the strip of land on the east side of it, and that the defendant Rowlands had acquired a good title to the strip by the Real Property Limitation Act and by acts of ownership in which the plaintiffs had acquiesced. The evidence and the arguments in reference to this part of the case, which alone seems to require a report, are sufficiently indicated in the material portions of the considered judgment of

JOYCE, J.—It was also said that cows belonging to the occupier of the land of the defendant Rowlands did, or would naturally, graze upon the ground up to the face of the wall, and that thereby the plaintiffs, the original owners of the narrow strip outside their wall on the east, have been dispossessed thereof, and that the defendant Rowlands, or his tenants, thus obtained exclusive possession of this strip of surface, and, as against the plaintiffs, acquired an absolute title thereto by virtue of the Real Property Limitation Act. I am not sure that any grass, or other edible herbage, ever grew upon the strip of surface over the footings of the wall. The evidence, if it can be so called, with respect to the cows, is of the most meagre description. Besides, if I own the fence, with a ditch on the other side, between my land and my neighbour's field, my neighbour will not, by lapse of time, acquire the ownership of the ditch merely because his sheep or cattle may have cropped such herbage, if any, as grew upon the sides of the ditch or in the bottom of the hedge. I do not lose my ditch simply because I do not maintain another fence, or place a line of barbed wire on the outer edge of it. In order to acquire any property in the ditch as against me my neighbours must take actual possession of it, as, for instance, by cultivating the ground, building upon or paving it (as in *Marshall v. Taylor*, 1895, 1 Ch. 641), or something of that kind. *Marshall v. Taylor* entirely agrees with *Norton v. London and North Western Railway Co.* (1879, 28 W. R. 173, 13 Ch. D. 268). He must, in my opinion, at least do something for which, if I knew of it, I could reasonably maintain an action of trespass or ejectment. The matter, however, does not rest here. The wall of the plaintiffs was erected, up to at least part of its height, in the year 1894-5, and there was no arrangement, express or implied, between the adjoining owners with respect to the position in which it should be built. So far from the wall being erected where it was in pursuance of any arrangement or understanding that the plaintiffs should abandon, and give up to the defendant Rowlands, any strip of land on the eastern side of the wall, this defendant complained that the wall had been built on his land, and sued the present plaintiffs for trespass. If I understand the matter rightly, the property of the plaintiffs was divided from that of the defendant Rowlands by the dry channel of an ancient watercourse, and the question in dispute was whether the boundary was the edge or the middle line of this channel. The action came on to be tried at Birmingham before Cave, J., without a jury, in 1894. The judge determined that the true boundary between the property of the plaintiffs and that of Rowlands was the middle line of the channel, the plaintiff's wall being placed wholly on their own side of this line; and a competent surveyor was appointed to set out upon a plan the middle line of this channel. The finding of this surveyor is contained in a written document with a plan P referred to therein, and the plan P defines the boundary with a red line, which, so far as relates to the portion of the wall in question in this case, lies on the eastern side of the wall. The result is that a narrow strip of land, on an average

about 18 in. in width, measured from the face of the wall, and extending eastwards further than the footings of the wall, was determined to be the property of the plaintiffs; and this finding was accepted by the defendant Rowlands. It being thus judicially determined between the plaintiffs and the defendant Rowlands in 1895 that the narrow strip of ground between the wall and the red line on the plan P was the property of the plaintiffs, it manifestly so remains, unless the plaintiffs have since been dispossessed, and the defendant Rowlands has acquired exclusive possession, and retained it for more than the period required to enforce a title under the Real Property Limitation Act. Putting aside the alleged grazing of the cows of the tenant, there is no evidence of any act of possession on the part of Rowlands or his tenant; while, as a matter of fact, the plaintiffs have, though not frequently, made use of the strip in alterations or repairs to their buildings, and otherwise, when occasion required. It is quite clear that both parties cannot have been in possession of this strip. Possession is single and exclusive. *Plures eandem rem in solidum possidere non possunt*; and it is a well-settled principle, with reference to land and also to chattels, that where possession in fact is undetermined, or the evidence is indecisive, possession in law follows the right to possess. As far back as the time of Littleton it is said (par 701): "Where two be in one house, or other tenements, and the one claimeth by one title, and the other by another title, the law shall adjudge him in possession that hath right to have the possession of the same tenements." (See Pollock and Wright on Possession, pp. 20, 24.) I may also refer to the very instructive judgment of Maule, J., in the important leading case of *Jones v. Chapman* (1849, 2 Ex. 803). The result is that I entirely reject the claim of the defendant Rowlands to have acquired ownership of this strip from the plaintiffs since the date of the surveyor's award. If I am right in my view of the law, there has been an unjustifiable trespass on the property of the plaintiffs, not merely by tipping against the face of the wall, but by tipping upon the strip of surface. [His lordship ordered the defendants, within one month from the drawing up of the order, to remove the tipping twelve inches from the face of the wall and the buttresses, and granted the plaintiffs an injunction to restrain further tipping in the manner complained of, £10 damages, and the costs of the action.]—COUNSEL, for the plaintiffs, *Younger, K.C.*, and *D. D. Robertson*; for the defendant Rowlands, *Hughes, K.C.*, and *Sargent*; for the defendant Wells, *Mulligan*. SOLICITORS, *Morris & Bristow*, for *William Morris*, Birmingham; *H. Percy Becher*, for *Rowlands & Co.*, Birmingham; *Cridland & Nell*.

[Reported by H. F. CHETTYE, Barrister-at-Law.]

Law Students' Journal. Calls to the Bar.

The following gentlemen were called to the Bar on Wednesday:—
LINCOLN'S INN.—Chao-Chu Wu (studentship C.L.E., Trinity Term, 1911), London Univ.; J. H. Kemp (Certificate of Honour, C.L.E., Trinity, 1906); Zahadur Rahim Zahid (Certificate of Honour, C.L.E., Trinity Term, 1911), M.A., B.L., Calcutta Univ. and of London Univ.—a Vakil of the High Court, Calcutta; L. J. Swallow, Lincoln Coll., Oxford, B.A.; P. B. Austin, London Univ.; G. M. Loly, Trin. Hall, Camb., B.A.; T. H. T. Case, Queen's Coll., Oxford, B.A.; Sachindranath Bhattacharyya, London Univ., B.A.; H. H. Daw; Ata Muhaiyuddin Khan; Dosabhoj Cowasji Ralli; Chaudhri Daya Ram; E. J. Hare; Sheikh Abdul Majid; Shaik Ahmad Hassan; Hemendra Narayan Ghose; Vinayak Dhondo Sathaye, Manchester Univ.; Bhagwan Singh Varma; Har Gopal, Victoria Univ., Manchester; Coimbatore Soobra Mani.

INNER TEMPLE.—E. C. Mayers, Certificate of Honour, Hilary Term, 1911; N. H. Oldham, Oxford, and B.A., London, Certificate of Honour, Trin. Term, 1911; J. C. Jolly, B.A., Camb., Certificate of Honour, Trinity Term, 1911; M. C. Ghosh, B.A., Camb.; R. C. Dunn-Gardner, B.A., Oxford; C. E. A. Hartridge, B.A., Oxford; R. A. M. Haslam, Camb.; R. C. Green, B.A., Oxford; W. Asten, Birmingham; H. C. N. H. Sinha, Camb.; R. S. Le Bas, B.A., Oxford; S. Wilson; W. V. Hutchinson, B.A., Oxford; A. P. Turnbull, B.A., Oxford; D. A. Kekulawala, B.A., Camb.; J. R. E. Cunliffe, Oxford; L. Seymour, Oxford; C. Reunert, Camb.; E. S. Langerman, Camb.; C. A. Adamson, B.A., Oxford; W. J. Bonsor, B.A., Camb.; C. J. Warner, Oxford; R. L. L. Braddell, Oxford; P. W. J. A. Stommi; H. S. Barrett, B.A., Camb.; F. C. Romilly, B.A., Oxford; S. N. Cronje, B.A., Oxford; J. E. Freeman, B.A., Oxford; H. W. Renshaw, B.A., LL.B., Camb.; H. J. Sutton, B.A., Camb.; C. J. Markbreiler, B.A., Oxford; K. R. Menon, Oxford; Hon. G. R. C. T. W. Fiennes, B.A., Oxford; P. Stormonth-Darling, B.A., Oxford; D. W. Corrie, B.A., Camb.; Sir C. P. Huntington, Bt., Camb.; R. N. Garrod-Thomas, M.A., Oxford; C. A. Branken, M.A., Camb.

MIDDLE TEMPLE.—A. T. James, Certificate of Honour, C.L.E., Trinity Term, 1911; F. C. Barnes; T. W. S. Paterson, M.A., M.B., B.C., Camb.; R. W. Lomax; J. L. Smith; T. G. Bedford, M.A., Sidney Sussex Coll., Camb.; H. S. K. Edie, M.A., F.R.G.S.; B. N. King, M.A., Camb.; W. L. Wilkinson; E. W. Collyer; M. M. Greaves, B.A.; S. H. Greville-Smith; C. D. H. Doring, F.R.G.S.; E. F. Wren; E. F. Wise, B.A., Camb.; J. D. Milburn, M.A., Trin. Coll., Camb.; A. Le Gras; Mahomed Ahmad Khan; Gurn Prasanna Ray; F. C. T. Tudsbery, B.A., LL.B., King's Coll., Camb.; Sardar Singh Surana; Seyed Mahomad Arif; I. G. Aitchison, B.A., LL.B., Camb.;

K. H. Barnard, B.A., Camb.; Mouny Gyee, M.A., Calcutta Univ., Scholar, Rangoon Coll.; C. F. P. Renwick; Chandrabansi Sahay; Ayodhia Prasad Bhargava; Mahadeo Prasad Bhargava; A. McC. Goddard; W. D. Roberts; A. R. Thornton; Mohammad Din; Bhagwat Prasad; A. E. Brigg, B.A., Oxford; H. A. Winter; Ambica Prasad; V. L. Buckle; J. A. Campos, D.L., Univ. of Buenos Aires; Indravadan Narayanbhai Mehta, B.A., LL.B., Bombay.

GRAY'S INN.—W. T. Watson, Certificate of Honour, Hilary, 1911, joint Arden Scholar and Lee Prizeman, Gray's Inn, 1910, B.A., senior postmaster, Merton Coll., Oxford; C. H. G. Campbell, Certificate of Honour, Trinity, 1911; F. C. Carleton, Deputy Collector and Magistrate of Musoorie, India; G. E. Skerry; R. H. E. H. Somerset, B.A., Queen's Coll., Camb.; Kolluri Somayajulu Pantulu; A. W. Rogers; Sureshnath Banerji; A. L. Newell, B.A., Trin. Coll., Dublin; L. E. V. McCarthy, Keble Coll., Oxford; E. L. Malone; H. Barlow; J. F. G. Tilleke; Bihari Lal; Arcot Muthu Krishna Moodiyar; E. P. Barry, Major, 2nd Life Guards; M. G. Bennett, Assistant Paymaster, Royal Navy; A. E. Jalland, LL.B., Victoria Univ., Manchester; Sheikh Sadig Jilani; C. M. Agarwala; Debendra Nath Bose, M.A., Calcutta Univ.; Mohammad Akram Khan; Baji Ran Jageshwar Pande; F. N. Greer, a member of the Irish Bar, B.A., Trin. Coll., Dublin.

Legal News.

Changes in Partnerships. Dissolution.

WILLIAM THOMAS MASSEY, RICHARD SMITH OSLER, PHILIP ROSCOE, HUGH MASSEY, and MALCOLM JOHN HENDERSON, solicitors (Shaen, Roscoe, Massey, & Co.), 8, Bedford-row, Holborn, London. So far as regards the said Richard Smith Osler and Hugh Massey, who retire from the partnership; the said William Thomas Massey, Philip Roscoe, and Malcolm John Henderson will continue to practise under the above style at 8, Bedford-row, Holborn, W.C., and at 6 and 8, Ludgate-hill, London. [Gazette, June 23.]

General.

The Paris correspondent of the *Times* states that Maître Labori, the well-known defender of Major Dreyfus, was on Tuesday elected President of the Corporation of Barristers in succession to M. Busson-Billault.

An exceedingly useful summary of the provisions of the National Insurance Bill has been issued by Mr. L. Worthington Evans, M.P., (National Union of Conservative and Constitutional Associations, St. Stephen's House, Westminster, price 1d.). It contains a statement of the substance of each clause of the Bill, following the order of the clauses therein contained, and an alphabetical index to the clauses. We gather from the preface that it is intended to re-issue the summary, with notes and comments on the various clauses, as soon as the consideration of the numerous amendments now being suggested has been completed.

Mr. F. G. Frayling, who for the last twenty-five years has been the senior representative of the Director of Public Prosecutions at the Central Criminal Court, is, says the *Times*, about to retire under the Civil Service age limit. He entered the public service in 1866, when he was appointed a permanent official in the old Court of Queen's Bench. He was transferred in 1884 to the Treasury Solicitor's Department, which was amalgamated with that of the Director of Public Prosecutions, and has acted as principal representative of the Director of Public Prosecutions from 1885 till the present sessions. He is the author of a paper on "Infanticide, its Law and Punishment," and is about to publish a volume of reminiscences.

The Report of the Commission on Coast Erosion, which has just been issued, and to which we refer elsewhere, recommends as to the rights of the public on the foreshore that a clear right of passage by foot upon all foreshores in the United Kingdom, whether Crown property or not, should be conferred upon the public, in addition to the rights of navigation and fishing which they already possess. This additional right, however, should be subject to the power which should be conferred on the Board of Trade of restricting its exercise in certain districts, either of their own motion or on application being made to them, when such restriction may be found desirable. We recommend, as regards the public use of the foreshore for further purposes, such as those of bathing, riding, driving, collecting seaweed, &c., that the Board of Trade should be empowered by Order, after a local inquiry if necessary, to define such a public user and its extent in localities where it may be desirable in the public interest that it should be exercisable, with power to put limitations on such user if necessary. Certain local bodies now have power to make by-laws for the regulation of the user of the foreshore in the public interest in their districts, these powers arising under various Acts; we recommend that legislation should be promoted gathering all these powers together and empowering local authorities with the approval of the Board of Trade and the consent of other Departments where necessary, to make by-laws for such purposes as may be requisite for the regulation of the foreshore in their districts in the public interest.

The Perjury Bill passed through Committee of the House of Commons on Tuesday, without amendment, and was read a third time.

We understand that Mr. R. J. P. Broughton, to whose career we referred last week, was the last of the solicitors who acted for regiments of the Army; he having been for nearly sixty years solicitor to the Coldstream Guards.

A correspondent writes to us, under the heading of "An English Lady Sentenced to Death," to call attention to a case at Singapore, the facts of which he states as follows:—"A young and beautiful girl living in a bungalow on a Singapore mine, her husband called away, is left alone one night; a man who knows this prowls round, turns off the lights and assaults her with insulting word and touch. She struggles and screams, and just then her husband's revolver scrapes her hand. She fires and the man turns. She is now half mad with terror; she fears further attack; his flight may be feigned; she follows and fires, and fires again." Our correspondent does not state the result, but we presume the man was killed or seriously injured; and that the lady has been tried and sentenced to death. We should be glad to have a report of the trial.

Referring to the Earldoms of Lord Chancellors, a writer in the *Daily Telegraph* says: Lord Halsbury was advanced to an earldom in 1898, during his third Chancellorship, and thirteen years after he had been first appointed to his high office. Lord Selborne's earldom was gazetted on the occasion of the opening of the new Law Courts by Queen Victoria in December, 1882. At the time he was in his second Chancellorship. Lord Cairns, who was originally raised to the peerage in 1867, while he was a Lord Justice of Appeal, was promoted to the higher grade in 1878, when his second Chancellorship was four years old. Lords Herschell, Hatherley, Chelmsford, Cranworth, Westbury, Campbell, St. Leonards, Truro, Lyndhurst, and Brougham never left the ranks of the Barons. Lord Cottenham became an Earl (to the great annoyance of Lord Campbell) on his retirement in 1850, and Lord Eldon's patent of viscounty and earldom was sealed in July, 1821, in anticipation of the Coronation of King George IV. He was then enjoying his second Chancellorship, which endured for the comfortable period of twenty years.

A committee of the American Institute of Criminal Law and Criminology, says the *American Law Review*, in its report on the English Court of Criminal Appeal, says the Criminal Appeal Act was at first much criticised in many quarters on various grounds. The court has been sitting nearly two years and a half, and the experience of that time has shown that these critical fears were unfounded. Nothing has appeared to indicate that the jurors feel any less responsibility in considering their verdicts. If the prisoner's right of appeal has in any way affected the attitude of jurors, it has been in a favourable way, because as the jurors now no longer feel that what they are doing is remediless, they are less inclined to acquit improperly. The court is protected from frivolous appeals by the Act itself, especially by the provision requiring that the prisoner obtain leave to appeal in most cases. The power of the court to increase the sentence in an appeal against sentence discourages improper appeals of that kind. Further, the power of the court, in the case of an unsuccessful appeal against conviction, to order that the sentence shall date from the time of appeal instead of the date of conviction, tends to prevent frivolous appeals against conviction. In *Rex v. Maurice* (1903, 1 Cr. App. Cas. 476, 177), the court said that "its general rule is to make sentences date from the appeal." Lastly, the court has not been overwhelmed with the number of appeals. Since every convicted person has the right to appeal or to move for leave to appeal, one really wonders, notwithstanding the restriction against frivolous appeals, at the comparatively small number of appeals. The committee cite a number of expressions of regret on the part of individual judges that the court was not given the power to order a new trial in exceptional cases. But the judges themselves are by no means agreed that it would be a good thing. In a letter to one of the members of the committee an English judge, who had read the report, says: "This view that the court should be able to order a new trial is by no means universally held. I, with many others, think that a man should not be put on his trial a second time in a criminal case, unless there has been no verdict in the first." Continuing, the report says: "One who attends the hearing of a criminal appeal in England must be impressed by the knowledge which the court displays of the record of the trial. It is very evident that before the hearing of the appeal the judges have studied and considered with the greatest care the shorthand notes and the trial judge's report. In fact, in several instances the judges showed greater familiarity with the testimony of the witnesses at the trial and the summing up of the trial judge than the counsel who was arguing the appeal. The judgment of the court is generally given immediately after the hearing of the appeal. This practice makes for speedy justice. If a difficult point of law is involved in the appeal, the court will sometimes deliver a written and considered judgment."

ROYAL NAVAL COLLEGE, OSBORNE.—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.), containing an illustrated description of life at the Royal Naval Colleges at Osborne and Dartmouth.—Gieve, Matthews, & Seagrove, 65, South Molton-street, Brook-street, London, W. [ADVT.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JONES.	Mr. Justice SWINER EADY.
Monday July 3	Mr Bloxam	Mr Theod Bloxam	Mr Leach	Mr Church
Tuesday	Farmer	Bloxam	Borror	Theod Bloxam
Wednesday	Leach	Farmer	Real	Farmer
Thursday	Borror	Leach	Groswell	Leach
Friday	Real	Borror	Goldschmidt	Borror
Saturday	Groswell	Real	Synge	

Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EY.
Monday July 3	Mr Groswell	Mr Farmer	Mr Real	Mr Synge
Tuesday	Goldschmidt	Leach	Groswell	Church
Wednesday	Synge	Borror	Goldschmidt	Theod
Thursday	Church	Real	Synge	Bloxam
Friday	Theod	Groswell	Church	Farmer
Saturday	Bloxam	Goldschmidt	Theod	Leach

Winding-up Notices.

London Gazette.—TUESDAY, JUNE 20.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

COLNE STEAM SHIPPING CO., LTD.—Creditors are required, on or before July 4, to send their names and addresses, and particulars of their debts or claims, to Henry Tait, 44, Leadenhall-st., Liquidator.

J. R. WILLIAMS CO., LIVERPOOL, LTD.—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims to Frank Hoyt, 8, Cook-st., Liverpool. Rutherford, Liverpool, solicitor for the liquidator.

SIERRA PARA RUBBER SYNDICATE, LTD.—Petn for winding up, presented June 15, directed to be heard July 4. Mayo & Co., Drapers' goods, Throgmorton av., solicitors for the petitioner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 3.

UNLIMITED IN CHANCERY.

OXFORD AND ABERDON PERMANENT BENEFIT BUILDING SOCIETY—Petn for winding up, presented June 16, directed to be heard at the County Hall, Oxford, July 5. Carr & Co., High Holborn, solicitors for the petitioner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 4.

London Gazette.—FRIDAY, JUNE 23.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

CANTERBURY ROLLER SKATING RINK, LTD.—Creditors are required, on or before Aug 7, to send their names and addresses, and the particulars of their debts or claims, to George Cooper, "Bourne View," West Hill rd., Bournemouth. Smith, Finsbury-pyot, solicitor for the liquidator.

H. A. WELTHER & CO., LTD.—Petn for winding up, presented June 20, directed to be heard July 4. Edwards, Coleman st., solicitor for the petitioner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 3.

INNS OF COURT HOTEL, LTD.—Petn for winding up, presented June 16, directed to be heard July 4. Hopkinson, Parliament st., Westminster, solicitors for the petitioner. Notice of appearing must reach the above named not later than six o'clock in the afternoon of July 3.

PHOENIX CARRIAGE CO., LTD.—Creditors are required, on or before Aug 3, to send their names and addresses, and the particulars of their debts or claims, to Clement Keys, 71, Temple row, Birmingham. Liquidator.

R. M. PROPRIETARY, LTD.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. Frank Templar Knight, Broad Street av.

ROSENDALE STANDARD, LTD.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to J. B. Williams, 14, Dale-st., Liverpool. Liquidator.

RUBBER FETTES, LTD.—The Order of the winding up, presented June 21, directed to be heard July 4. Becher, Bedford row, solicitor for the petitioner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 3.

TOWNSEND & CO., LTD.—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Horace Johnston Velth, 10, Walbrook, liquidator.

WELLINGTON MILLS SPINNING COMPANY (KEIGHLEY) LTD.—Creditors are required, on or before July 17, to send their names and addresses, and particulars of their debts or claims, to John Butterfield, 2, Darby st., Bradford. Butterfield, Keighley, solicitor for the liquidator.

WIMBORNE AMERICAN ROLLER SKATING RINK LTD.—Creditors are required, on or before July 31, to send their names and addresses, with particulars of their debts or claims, to Jas M McIntosh, Cadogan chambers Cherry st., Birmingham. Maughan & Hall, Newcastle on Tyne, solicitors to the liquidator.

UNLIMITED IN CHANCERY.

LANGPORT AND MIDGEMERSET BENEFIT BUILDING SOCIETY—Petn that the winding up may be continued, presented June 21, directed to be heard July 4. Woodcock & Co., 11, Oldbury sq., for Louch & Co., Langport, solicitors for the petitioner. Notice of appearing must reach the above named not later than six o'clock in the afternoon of July 3.

London Gazette.—TUESDAY, JUNE 27.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

ALHAMBRA BRUSSELS LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Arthur L Taylor Grainger at West, Newcastle upon Tyne, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, JUNE 20.

GLASGOW SKATING RINK CO., LTD.
UNIQUE GOLF BALL CO., LTD.
OIL CLAIMS, LTD.
MECHANICAL NOVELTIES, LTD.
W. & J. T. WRIGHT, LTD.
BENJAMIN BUNCH & SONS, LTD.

REAL ESTATE PRESS, LTD. (Reconstruction).
RESIDENTIAL AND GENERAL INVESTMENT CO., LTD.
STRATFORD CONCRETEWORK CO., LTD.
SIR JOHN JACKSON (SOUTH AMERICA) LTD.
EASTWELL SYNDICATE OF NEW ZEALAND, LTD.
G. ROBSON LTD.
WHITLEY BAY AMERICAN ROLLER SKATING RINK, LTD.
C. & R. LIGHT, LTD.
SHEFFIELD BOTTLING CO., LTD.

London Gazette.—FRIDAY, June 23.

JOHN DILLON & SONS, LTD.
J. R. ROSE & SON, LTD.
MULLER & CO., LTD.
TANSAH SYNDICATE, LTD.
WIMBLEDON AMERICAN ROLLER SKATING RINK, LTD.
ALHAMBRA, BRUSSELS, LTD.
HUDSPERFIELD SKATING RINK CO., LTD.
KIT TIN MINES, LTD.
BRUSSELS (1910) EXHIBITION AMUSEMENTS CO., LTD.
TOWNSEND & CO., LTD.
ROCK HILL TIN MINES, LTD.
LEWIS ENGINEERING AND HYDRAULIC CO., LTD.
R. M. PROPRIETARY, LTD.
GOOD STORIES PUBLISHING CO., LTD.
KAMBER SYNDICATE, LTD.
GOOD TEMPLAR WATCHWORD CO., LTD.
SAINT WINKFRIED'S SOAP CO., LTD.

London Gazette.—TUESDAY June 27.

LIBERIA TRADING CO., LTD. (Reconstruction).
CHILDREN TOWERS, LTD. (Reconstruction).
FRITCHETT & CO., LTD.
W. H. HINKINS & SONS, LTD.
BRITISH SOMALILAND FIBRE AND DEVELOPMENT CO., LTD.
WEST HARTLEPOOL SMALL DAMAGE STEAMSHIP INDemnITY ASSOCIATION.
WEST HARTLEPOOL STEAMSHIP DEFECTATION INDemnITY ASSOCIATION.
WEST HARTLEPOOL STEAMSHIP THIRDS INDemnITY ASSOCIATION.
WALTER WATTS & CO., LTD.
NATIONAL ASSOCIATION OF MASTER PLUMBERS' ACCIDENT INSURANCE CO., LTD.
RAPIDE WHEEL CO., LTD.

The Property Mart.

Forthcoming Auction Sales.

July 4 and 18.—Messrs. DRESDEN, TAYLOR, RICHARDSON, & Co., at the Mart, at 2: Residences, Leasehold Ground Rents, Freehold Properties, Residences, Ground Rents, Residential Properties, and Freehold Estate (see advertisement, pages iv and v, May 20).
July 5.—Messrs. BAXTER PAVNE & LEPPEL, at the Mart, at 2: Freehold Residential and Building Estate (see advertisement, back page, this week).
July 6.—Messrs. EDWIN FOX, BOURFIELD, BUNNETT, & BIDDLELEY, at the Mart, at 2: Freehold Residences and Buildings (see advertisement, back page, June 10).
July 6.—Messrs. H. B. FOSTER & CHARFIELD, at the Mart, at 2: Reversions, Rent Charge, Life Policy, Shares, &c. (see advertisement, back page, this week).
July 7.—Messrs. CHURCH, at the Mart, at 2: Freehold Agricultural Property and Hotel (see advertisement, back page, this week).
July 10.—Messrs. HOBBS & CO., at the Mart, at 2: Freehold and Leasehold Shops and Residences (see advertisement, back page, June 24).
July 11.—Messrs. DEVEREAUX, JONES & CO., at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, June 24).
July 11.—Messrs. DOUGLAS YOUNG & CO., at the Mart, at 2: Freehold Ground Rents, Shops, Freehold Residences, &c., and Freehold Residential Estate (see advertisement, page ii, May 20, and back page, June 10).
July 11.—Messrs. WATKINSON & GREEN, at the Mart, at 2: Freehold Property (see advertisement, back page, June 10).
July 12.—Messrs. STIMSON & SONS, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, this week).
July 17.—Messrs. ALFRED SAVILL & SONS, at the Mart, at 2: Important Building Site (see advertisement, page iii, this week).
July 18.—Messrs. RUSSELL & BROWN, at the Mart, at 2: Business Premises (see advertisement, page iii, May 20).
July 26.—Messrs. THURGOOD & MARTIN, at the Mart, at 2: Freehold Business Premises and Leasehold Shop and Dwelling-house (see advertisement, back page, this week).

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, June 20.

CAPON, PHILIP, Castle Bar rd, Ealing, Builder July 14 Cooper v Capon, Parker, J. Hammer, Moorgate st.
SPENCER, JOHN, Romford, Essex, Grocer July 25 W. H. Chaplin & Co, Ltd v Spencer, Eyo, J. Upton, Romford.

London Gazette.—FRIDAY, June 23.

YATES, EDWARD, Halifax, Railway Clerk Sept 1 Potter v Yates, Neville, J. Wilkinson, Halifax.

Under 22 & 23 Vict. cap. 35

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, June 20.

ARMITAGE, VERNON KIRK, Birdwick, nr Southport July 15 Slater & Co, Manchester.
ASH, CHARLES ADDISON, Flardwick, nr Gnosall, Stafford, Farmer July 29 Morgan & Co, Stafford.
BARNACLE, ELIZA ANN, Leicester July 1 Bulman, Leicester.
BARRINGTON, CHARLES GEORGE, CB, Evelyn mans, Victoria st, Westminster July 16 Rider & Co, New sq, Lincoln's inn.
BERGON, FANNY MARQUETTE, Bournemouth July 15 J & W H Druitt, Bournemouth.
BRYKE, ERNST FRITZ BERTRAM, Manchester, Baby Linen Manufacturer July 20 Foulds & Laycock, Manchester.
BLICK, JOHN WILLIAM THOMAS, Northampton, Commercial Traveller July 20 Darnell & Price, Northampton.

BOLTON, WILLIAM, Wolverhampton July 28 Browne & Co, Warrington.
BROMLOW, JANE, Southport July 18 Lancashire & Co, Manchester.
BURY, FRANCES BARTON, Trafalgar sq, Chelsea July 21 James & James, Ely pl, Holborn circus.
BUTLER, ELIZABETH, Eardley cres, Earl's Court July 31 Young & Co, Laurence Pountney hill, Cannon st.
DALE, JOHN, Hope Village, Flint July 12 W A & L F Williams, Birmingham.
DALE, PERCY WILLIAM, Northampton July 20 Darnell & Price, Northampton.
DOWKING, HELEN BACON, Maidens in Strand July 17 Russell & Co, Norfolk st, Strand.
DREW, WILLIAM KING, Kingswell, Devon July 14 Dunn & Baker, Exeter.
DUNN, MARY ANN, Slough, Bucks July 26 Stone & Co, Bath.
ELMITT, GEORGE, Bardney, Lincoln July 14 Darby & Epton, Lincoln.
FIELD, MARY ANN, Isleworth, Middlesex July 17 Kuston & Co, Brentford.
FISHER, JOHN, 8 Arkbrook, Birmingham Sept 30 C. J. & Coley, Birmingham.
FOURACRE, MARY MARIA, Exeter July 5 Hartley & Thomas, Exeter.
FOX, CHARLES JAMES, Mount Pleasant in Clapton July 8 Oliver & Nutt, Co'man st.
GILLAM, JAMES, Linton, Bed, Straw Hat Manufacturer June 30 Sarah Gillam.
GILLET, GEORGE, Bishopscote, Somerset, Farmer July 29 M. de K. & Co, Bristol.
GUNSTONE, GEORGE EDWARD, Sheffield Sept 30 Broomhead & Co, Sheffield.
HAHN, ELIZA, Paignton, Devon July 29 Kenny Paignton.
HARMER, MARY ANNA JANET, Great Yarmouth July 15 Harmer & Co, Great Yarmouth.
HART, JOHN, Hatfield, Herts Aug 15 Sworder & Longmore, Hertford.
HART, WILLIAM HENRY, Hatfield, Hertford Aug 15 Sworder & Longmore, Hertford.
HUBBALL, EDWIN, Union st, Bootmaker July 20 Holt, Parley.
JENNER, JAMES, Hatfield, Sussex, Gardener July 14 Swann, Hatfield.
LAFONE, ALFRED, Hanworth Park, Middlesex, JP July 20 Cox & Lafone, Tower Royal, Cannon st.
LINNETT, WRIGHT, Ilkeston July 17 Linnet, Town Hall, Ilkeston.
MCCLEINTON, NATHANIEL, Crompton, Manchester, Manufacturers' Agent, JP July 12 Lancashire & Co, Manchester.
MCLEATEY, WILLIAM, Newcastle upon Tyne, Licensed Victualler July 8 Bennet & Maddison, Newcastle upon Tyne.
MARSHALL, MARTHA, Nottingham July 21 Warren & Allen, Nottingham.
MILMAN, JEMIMA ANNA MARIA, Berkeley sq July 15 Elder & Co, New sq, Lincoln's inn.
MITCHELL, JOHN, Jun, Dowlais, Merthyr Tydfil, Colliery Haulier July 16 Jones & Co, Merthyr Tydfil.
NEIL, HENRY, Higher Whitley, Chester, JP July 31 Greenall & Co, Warrington.
PECKENIE, LEON, Portland pl July 20 Savory & Co, Strand.
FERMER, EDWARD HENRY, Lymington, Southampton, KC July 31 Druces & Attlee, Milliter sq.
REES, JAMES HYWEL, Aberystwyth, Tailor July 12 Smith & Co, Aberystwyth.
RILEY, FRANK WILLIAM, Stamford, Lincoln, Butcher July 15 Stapleton & Son, Stamford.
ROOPE, CHARLES, Newcastle upon Tyne July 20 R. & F. Kidd, North Shields.
ROPER, ABRAHAM LOUISA, Porchester ter, Paddington July 14 Scott & Co, Queen st, Chancery.
ROWLEY, RACHEL, West Malling, Kent July 15 Brennan & Brennan, Maidstone.
SHADWELL, C. J. JOSEPH FITZ THOMAS, Bury, Herts Aug 1 Wheatly & Co, Stone bridge, Line-Inston.
SHARPE, JANE ELIZABETH, Hartgate, Yorks July 11 James, Coleman st.
SHERITT, DAVID, Rebburn on Tyne July 8 Bennett & Maidman, Newcastle upon Tyne.
SIMONAU, ALICE MARY, Berkeley st, Piccadilly July 17 Dickson & Co, Alnwick.
SLADE, GEORGE, Crowkerne, Carrier July 31 Sautiers, Crowkerne.
SMITH, ANDREW, Manchester, Varn Aug 25 Schofield & Co, Manchester.
STEELE, B. BARA, Lavender gds, Lavender hill July 24 Abila, King st.
THOMAS, THOMAS, Pontyclun, Llantrisant, Glam, Licensed Victualler June 30 Millward, Centre, Glam.
TROTTER, WILLIAM KILGLEY, Fordhook av, Ealing July 20 Goddard, Clement's inn, Strand.
TYER, THOMAS, Northenden, Chester Nurseryman July 8 Pearson & Co, Manchester.
WHITE, MARY STANFORD, Havant, Hants July 20 Kewich & Co, Suffolk ln.
WRIGHT, ARTHUR BENTALL, Havering atte Bower, Essex, Farm Bailiff Aug 15 Porter, Romford.

London Gazette.—FRIDAY, June 23.

BARTLETT, MOSES, Pitsea, Essex, Dealer July 7 Jefferies & Bygott, Southend on Sea.
BIBBY, JOHN, Holland rd, Kensington, Physician July 31 Batchelor & Cousins, Piccadilly.
BOBBY, JOHN, Newport, Mon, Marine Surveyor July 20 Lyndon & Co, Newport, Mon.
BROWN, JOHN, Walsall Aug 5 Evans, Walsall.
COTTERELL, MORTON BLENDOWE, Manchester, Electrical Engineer July 24 Simpson, Manchester.
DRAN, ELIZABETH ANNIE FLETCHER, Staines, Middlesex July 15 Cholmeley, Staines.
DINN, WALTER EDWIN PHILIP, West Kirby, Chester, General Manager Aug 1 Pennington & Henson, Liverpool.
DOWNING, MARIA, Wellington, Salop July 15 Dean & Espley, Wellington.
FROST, MARY, Colsoeough, nr Rotherham Aug 5 Machen, Sheffield.
GARDNER, THOMAS TURVILLE, East Grinstead Aug 5 Pearless & Co, East Grinstead.
GLEADOWE, THOMAS SMITH, Chester Aug 17 Bowdell & Taylor, Chester.
GODFREY, EDMOND, High st, Old Southgate July 20 Croft & Mortimer, Coleman st.
GOWLAND, MARTHA ANN, Kirby Wike, nr Thirsk, York July 15 Newbald & Co, Thirsk.
GRAHAM, HENRY ARTHUR, King st, Cheapside, Solicitor Aug 1 Ford & Co, Bloomsbury sq.
GRIMSHAW, ELIZABETH, Shipley, Yorks July 24 Wright & Co, Shipley.
GRIMSHAW, JOHN, Shipley, Yorks July 24 Wright & Co, Shipley.
IVATTS, EDMUND BACHELOR, West Looe, Cornwall July 22 Shearman, Bream's bridge, Chancery ln.
JONES, DAVID WATKIN, Lampeter, Cardigan Aug 19 Lloyd & Son, Lampeter.
LANGTON, ALICIA ANN HELEN, Bournemouth July 27 Roper & Whately, Lincoln's inn.
LEWIS, LOUISA LUCAS, Melbourne, Victoria, Australia July 24 Graham & Wigley, King st, Cheapside.
MACGREGOR, ALEXANDER, Collingham gds, South Kensington July 22 Lewin & Co, The Sanctary, Westminster.
MARSHALL, MARGARET, Newcastle upon Tyne July 20 Richardson & Elder, Newcastle upon Tyne.
MONRO, GEORGINA AUGUSTA, St Leonard's on Sea July 22 Bucknill & Co, Raymond bridge.
NUGENT, RICHARD DUNWORTH, Chepstow pl, Bayswater July 13 Witham & Co, Gray's inn sq.
NYEN, WILLIAM, Brighton, Pawnbroker July 20 Nye & Clower, Brighton.
ORME, TEMPLE AUGUSTUS, Uxbridge rd Aug 5 Lewis & Yglesias, Old Jewry.
POINTING, ARTHUR LEWIS, Peckham rd July 20 Lea, Queen Victoria st.
SMITH, GEORGE HENRY, Covent Garden Market, Banana Merchant July 17 Hervey & Co, Henrietta st, Covent Garden.
SYKES, ARTHUR, Withington, Manchester, Commercial Traveller July 24 Hill, Manchester.
THREAGLE, ROBERT EASEY, St Leonard's on Sea July 31 Finch & Turner, Cannon st.
WALKER, CHARLOTTE ANNE, Hereford rd, Bayswater July 17 Backman & Sayer, Norwich.
WAKE, MARGARET CUTHBERTSON, Old Hall, Highgate July 31 Edwards & Sons, Moorgate st.
WATSON, WILLIAM, Elmfield rd, Balham July 20 Rogers, Chancery ln.
WILLIAMS, FREDERICK, Birmingham, Gun Maker July 1 Glaisyer & Co, Birmingham.
WOMDRELL, EMILY, South Easton pl Aug 1 Valpy & Co, Lincoln's inn fields.

London Gazette.—TUESDAY, June 27.

ACWORTH, MARY CLARKE, Alley Park, Dulwich July 31 Grundy & Co, Queen Victoria at
 AILSBURY, HENRY AUGUSTUS, Marquis of, Marlborough, Wilts Aug 8 A E & H Steele College Hill
 BELSON, GEORGE DE VUEILLE, Brenton, Devon, Surgeon July 31 J & S P Pope, Exeter
 BENJAMIN, HENRY DAVID, Sutherland av, Malda Vale July 29 Emanuel & Simmonds, Finsbury Circus
 BLOMMEY, MARY, Stogumber, Taunton, Somerset July 19 Pearse & Son, Wivelscombe, Somerset
 CAPSTICK, RICHARD, Hincaster, Westmorland, Farmer Aug 7 Milne, Kendal
 COOKE, THOMAS Chesterton, Cambridge Aug 11 Lyon, Cambridge
 DALE, GEORGE, Mo rdoun, Southampton July 25 Tattersall & Son, Bournemouth
 DANIEL, EDWARD, Swansea, Mining Engineer July 31 Chories, Neath
 DEXTER, ARCHIBALD, Eddington, Warwick, Wholesale Fish Merchant July 31 Balden & Son, Birmingham
 DOUGLAS, JANE SARAH STODDART, Tunbridge Wells July 31 Howlett, Maidstone
 FOGG, MARY CHARLOTTE, Knight's Hill, West Norwood July 31 Grundy & Co, Queen Victoria at
 GETTING, HENRY FREDERICK, Hollington Ross, Hereford, Fruit Grower Aug 10 Stannard & Bosanquet, Eastcheap

GREENWOOD, SARAH ELLEN, Halifax July 8 Moore & Shepherd, Halifax
 JOHNSON, EDWARD, Deal, Northumberland July 27 Sanderson & Weatherhead, Berwick upon Tweed
 KENDALL, JOHN, Sale, Chester July 31 Rylance & Sons, Manchester
 MARQUIS, JANE, Barnby July 31 Waddington, Burnley
 MARSH, ANDREW JOHN, Wilton, Wilts July 31 Wren & Co, Queen Victoria at
 PYM, MONTAGU CHARLES LAMB, Melbourne, Victoria, Sharebroker Aug 8 Sladen & Wing, Queen Anne's st, Westminster
 SMITH, HELEN, Winchelsea July 22 Dawes & Co, Rye, Sussex
 STANTON, Rev Canon WILLIAM HENRY, Hasleton, Gloucester Aug 1 Morgan & Co, Chepstow
 SUNDERLAND, THOMAS, Leeds, Jam Manufacturer July 21 Wade & Kitson, Leeds
 SYKES, GEORGE, Halthwaite, York July 31 Freeman, Slathwaite
 TUNLEY, ROBERT, Cottingham, York July 28 Suddaby, Hull
 UNSWORTH, JOSEPH, Manchester, Merchant July 24 Sampson & Price, Manchester
 WATSON, ELIZABETH RUTH, Tunbridge Wells Aug 11 Mackey & Co, Brighton
 WHITEWOOD, EDWARD WILLIAM, Middlesborough, Postman July 24 Dawes, Middlesborough
 YOUNG, THOMAS FIKKINGTON, Manchester, Manufacturer Aug 31 Marriott & Co, Manchester

Bankruptcy Notices.

London Gazette.—TUESDAY, June 20.

RECEIVING ORDERS.

BOTH, GEORGE, Eddington, Derby, Licensed Victualler Chesterfield Pet June 15 Ord June 16
 CHORSE, EDWARD JAMES, Newcastle upon Tyne, Engineer Newcastle upon Tyne Pet June 16 Ord June 16
 DENNIS, WALTER, Skene, Cab Driver Boston Pet June 16 Ord June 16
 ELLIOTT, JOSEPH, Sheffield Sheffield Pet June 15 Ord June 15
 FRANK, WILLIAM, Leicester, Butcher's Journeyman Leicester Pet June 15 Ord June 15
 FOSTER, GUSTAVUS, Essex rd, Islington, Licensed Victualler High Court Pet May 24 Ord June 16
 GARDNER, JOHN, Morecambe, Lancs, Builder Preston Pet June 2 Ord June 16
 GOODWIN, JOSEPH, Longton, Butcher Stoke upon Trent Pet June 14 Ord June 14
 HOLDEN, ALFRED, Shacklewell In, Stoke Newington, Licensed Victualler High Court Pet May 30 Ord June 16
 HOOPER, ERNEST TERRAH, Great Northern Hotel, King's Cross, Financier High Court Pet April 19 Ord June 16
 HOWICK, FREDERICK, Churchfield rd, Acton, Confectioner Brentford Pet May 22 Ord June 16
 HUDSON, ERNEST, Wakefield, Butcher Wakefield Pet June 15 Ord June 15
 JONES, W G & Co, Uxbridge rd, Acton, Wine Merchants Brentford Pet May 23 Ord June 16
 KIRKSHILL, JOHN, Brabourne, Kent, Farmer Canterbury Pet June 17 Ord June 17
 LANGE, ROBERT, and PHILIP LANGE, Leeds, Monumental Masons Leeds Pet June 14 Ord June 14
 LYONS, L N, West End In, West Hampstead High Court Pet Nov 18 Ord June 15
 MITCHELL, ISAIAH, Halifax, York, Cloth Manufacturer Halifax Pet June 16 Ord June 16
 PAYLOR, JOHN CURSORS, Upper Batley, Batley, York, Farmer Dewsbury Pet June 17 Ord June 17
 PEARSON, GEORGE ALLEN FISHER, Slaverston Vicarage, nr Cheltenham Cheltenham Pet June 15 Ord June 15
 PLUMMER, SIDNEY BEVIE, Ipsworth, Suffolk Bury St Edmunds Pet June 15 Ord June 15
 RYMER, GILBERT, Kingston upon Hull, Clerk Kingston upon Hull Pet June 16 Ord June 16
 SAYAGE, WILLIAM JOSEPH, Southwick, Sussex, Boot Repairer Brighton Pet June 16 Ord June 16
 TUCKER, AARON PHIPPS, Colchester, Clerk Colchester Pet June 17 Ord June 17
 TURNBULL, ROBERT FENWICK, Blackpool, Draper Preston Pet May 29 Ord June 16
 TURNER, JOSEPH THOMAS, Sturry, Farmer Canterbury Pet May 25 Ord June 17
 WALKER, FREDERICK A, Fooks Cray, Kent High Court Pet May 15 Ord June 15
 WAUGH, JOHN THOMAS, Swansea, Ship Broker Swansea Pet June 15 Ord June 15

WARD, EDWARD, Sheffield, Fish Dealer Sheffield Pet June 16 Ord June 16
 WEISHER, KARL HERMANN ALBERT, Southampton st, Fitzroy sq, Sheet Metal Worker High Court Pet June 16 Ord June 16
 WHITWELL, EDWARD LEATHAM, Croft, Durham, Company Director Stockton on Tees Pet May 27 Ord June 16
 WILKINSON, HENRY JAMES, Stoke on Trent, Architect Stoke upon Trent Pet May 24 Ord June 15
 WRAGO, MATTHEW WILLIAM, Hayward rd, I-leworth, Magnetic Healer Brentford Pet June 1 Ord June 16

Amended notice substituted for that published in the London Gazette of June 16:

ROYCE, THOMAS, and JONATHAN ROYCE, Exiles, Lancs, Corn Dealers Salford Pet June 2 Ord June 14

FIRST MEETINGS.

ATKINSON, CHARLES PERCIVAL, Heckmondwike, Fellmonger June 28 at 11 Off Rec, Bank chmbrs, Corporation at, Dewbury
 BAGSHAW, JOHN, Mollor, Derby, Butcher June 28 at 11 Off Rec, 6, Vernon street, Stockport
 BURN, GEORGE, Dudley, Ironmonger June 28 at 12 Off Rec, 1, Priory st, Dudley
 CADOGAN, GERALD OAKLEY (Viscount CARLEAR), Park In July 3 at 1 Bankruptcy bldgs, Carey st
 CROKER, EDWARD JAMES, Newcastle upon Tyne, Engineer June 29 at 2.30 County Court, Westgate rd, Newcastle upon Tyne
 CURELY, THOMAS JOSEPH, Higher Broughton, Salford, Egg Merchant June 28 at 3 Off Rec, Byrom st, Manchester
 DAVIES, HUGH ELLIS CORWEN, Merioneth, Grocer June 28 at 2.15 Owen Glyndwr Hotel, Cardiff
 EDWARDS, DAVID, Penarth, Glam, Assistant Schoolmaster June 28 at 12.15 117, St Mary st, Cardiff
 EVANS, WILLIAM MOUNTSHIRE, Manchester, Estate Agent June 29 at 3 Off Rec, Byrom st, Manchester
 FAIRCLOTH, WILLIAM CURRIE, Little Bentley, Essex June 29 at 12.15 Off Rec, 38, Princes st, Ipswich
 FRANK, WILLIAM, Leicester, Butcher's Journeyman June 28 at 12 Off Rec, 1, Berridge st, Leicester
 FILLER, ALBERT EDWARD, Rochester, Butcher June 28 at 2.30 115, High st, Rochester
 FISH, FRIDAY LAET CUNY, Stokesby, Norfolk, Market Gardener June 28 at 12.30 Off Rec, 8, King st, Norwich
 FOSTER, GUSTAVUS, Essex rd, Islington, Licensed Victualler July 3 at 2.30 Bankruptcy bldgs, Carey st
 GOODWIN, JOSEPH, L ngton, Stafford, Butcher June 28 at 3 Off Rec, King st, Newcastle, Staffs
 GREEN, EDWIN ANTHONY, Bath, Ironmonger July 5 at 11.30 Off Rec, 26, Baldwin st, Bristol
 GUYEN, KINGSMILL DOUGLAS HOSKINS, Bath June 28 at 11.30 Off Rec, 26, Baldwin st, Bristol
 HARDING, MARY ANNA, South Petherton, Somerset June 29 at 1 Off Rec, City chmbrs, Catherine st, Salisbury
 HOLDEN, ALFRED, Shacklewell In, Stoke Newington, Licensed Victualler July 4 at 12 Bankruptcy bldgs, Carey st

HOOPER, ERNEST TERRAH, Great Northern Hotel, King's Cross, Financier July 4 at 1 Bankruptcy bldgs, Carey st
 HUDSON, ERNEST, Wakefield, Butcher June 29 at 11 Off Rec, 6, Bond ter, Wakefield
 HUTCHINSON, WILLIAM GEORGE SYDNEY, Southend on Sea, Carriage June 30 at 12 Off Rec, 14, Bedford row
 JACK, WILLIAM EDWARD ASHTON, Blackpool, Tea Merchant June 28 at 11 Off Rec, 13, Winkley st, Preston
 JONES, JOHN, Swansea, Licensed Victualler June 28 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
 LANGE, ROBERT, and PHILIP LANGE, Leeds, Monumental Masons June 28 at 3 Off Rec, 24, Bond st, Leeds
 LANDOWNE, JAMES, High st, Sydenham, Licensed Victualler June 28 at 11.30 132, York rd, Westminster Bridge rd
 LAWTON, CHARLES GEORGE, Manchester, Wire Drawer June 28 at 2.30 Off Rec, Byrom st, Manchester
 LOWE, JAMES ALFRED, Reading, Music Dealer July 6 at 12 14 Bedford row
 LYONS, L N, West End In, West Hampstead July 4 at 12.30 Bankruptcy bldgs, Carey st
 MERES, WILLIAM, Luton, Beds, Undertaker June 30 at 12 Chamber of Commerce, 29, King st, Luton
 MITCHELL, ISAIAH, Halifax, Cloth Manufacturer June 29 at 10 County Court, Prescott st, Halifax
 PLUMMER, SIDNEY BEVIE, Ipsworth, Suffolk, Plumber June 29 at 12.30 Off Rec, 36, Princes st, Ipswich
 RICHARDS, SAMUEL EDWARD, Nottingham, Printer June 28 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 RYMER, GILBERT, Kingston upon Hull, Clerk June 30 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
 SHEPARD, WALTER SYDNEY and WILLIAM WAITE WRIGHT, Northampton, Leather Dressers June 28 at 12 Off Rec, The Parade, Northampton
 SMITH, HENRY, Castleford, York, Assistant Checkweighman June 28 at 11 Off Rec, 6, Bond ter, Wakefield
 THOMAS, GWILYM, Cwmavon, Glam, Collier June 29 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
 USHER, THOMAS, Stridbourne, Butcher July 3 at 2 115, High st, Rochester
 WALKER, FREDERICK A, Fooks Cray, Kent July 5 at 12 Bankruptcy bldgs, Carey st
 WEISHER, KARL HERMANN ALBERT, Southampton st, Fitzroy sq, Sheet Metal Worker July 3 at 1 Bankruptcy bldgs, Carey st

Amended Notice substituted for that published in the London Gazette of June 13:

PAICHARD, BERNARD ELLIOTT, HMS Brilliant, Stepney June 29 at 1 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ALTON, REGINALD ALTON THOM, Bulford, Wilts Salisbury Pet Mar 22 Ord June 14
 BLANCHARD, JAMES, Weybridge, Surrey Kingston, Surrey Pet April 4 Ord June 15
 BOTH, GEORGE, Eddington, Derby, Licensed Victualler Chesterfield Pet June 15 Ord June 15
 BROWN, ROBERT FREDERICK, King William st, Architect Colchester Pet Mar 25 Ord June 15

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

X

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

X

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

CROSER, EDWARD JAMES, Newcastle upon Tyne, Engineer Newcastle upon Tyne Pet June 16 Ord June 16
 CUNLY, THOMAS JOSEPH, Higher Broughton, Salford, Egg Merchant Salford Pet May 30 Ord June 15
 DENNIS, WALTER, Skegness, Cab Driver Boston Pet June 16 Ord June 16
 DUNNE, CARLTON GRABOILLE, Finsbury pmt House, Financier High Court Pet May 31 Ord June 16
 EDWARDS, DAVID, Pentrych, Glam, Assistant Schoolmaster Cardiff Pet June 13 Ord June 14
 ELLIOTT, JOSEPH, Sheffield Sheffield Pet June 13 Ord June 15
 EVANS, WILLIAM MOUNTSHIRE, Manchester, Estate Agent Manchester Pet May 25 Ord June 15
 FEARS, WILLIAM, Leicester, Butcher's Journeyman Leicester Pet June 15 Ord June 15
 GOODWIN, JOSEPH, Longton, Butcher Stoke upon Trent Pet June 14 Ord June 14
 GOODMAN, WILLIAM, and GEORGE MURKETT, Wellingborough, Builders Northampton Pet May 13 Ord June 17
 GRIFFITH, FREDERICK LOUIS, Edington, Warwick, Commercial Traveller Birmingham Pet May 19 Ord June 17
 GRIFFITH, WILLIAM POWELL, Chass 16, Old Southgate, Grocer Edmonton Pet May 20 Ord June 15
 HUDSON, KENNETH, Wakefield, Butcher Wakefield Pet June 16 Ord June 15
 JACK, WILLIAM EDWARD, Aylesbury, Tea Merchants Preston Pet May 5 Ord June 17
 KIRKSHILL, JOHN, Brabourne, Kent Farmer, Canterbury Pet June 17 Ord June 17
 LANGER, ROBERT, and PHILIP LANGER, Leeds, Monumental Masons Leeds Pet June 14 Ord June 14
 LAWTON, CHARLES GEORGE, Manchester, Wire Drawer Manchester Pet June 13 Ord June 13
 LOVELESS, GEORGE WILLIAM, Bournemouth, Electric Theatre Proprietor Poole Pet May 17 Ord June 15
 MAURICE, K. MITCHELL, Herts Luton Pet April 5 Ord June 17
 MITCHELL, ISAIAH, Halifax, Cloth Manufacturer Halifax Pet June 16 Ord June 16
 PAYSON, JOHN CUNSON, Upper Batley, Batley, York, Farmer Dewsbury Pet June 17 Ord June 17
 PRADDER, GEORGE ALLEN FISHER, Sturton Vicarage, nr Cheltenham Cheltenham Pet June 15 Ord June 15
 PLEMMER, SIDNEY, Herts, Plumber, Suffolk, Plumber Bury St Edmunds Pet June 15 Ord June 15
 RYMER, GILBERT, Kingston upon Hull, Clerk Kingston upon Hull Pet June 16 Ord June 16
 SAYAGH, WILLIAM JOSEPH, Southwick, Sussex, Boot Repairer Brighton Pet June 16 Ord June 16
 SHRAMMAN, JOHN EDGELL, Huddersfield, Solicitor High Court Pet Nov 17 Ord June 15
 SIEGEL, EMMETT GEORGE, LEICESTER, ANTONY FREDERICK SIEGEL, ALFRED CHARLES EMMETT SIEGEL, and JOHN SCHIMMIGROUS, Broad st, Merchants High Court Pet May 4 Ord June 15
 SIKORS, MORRIS, Rosebery av High Court Pet April 21 Ord June 15
 SIOFANO, CONSTANTINE JOHN, St Mary Axe, Company Promoter High Court Pet Sept 17 Ord June 15
 TEBBIT, HENRY WILLIAM, West End ln, West Hampstead High Court Pet April 4 Ord June 15
 TERRY, CHARLES EDWIN RYDER, Leamington, Manufacturer Warwick Pet May 1 Ord June 15
 TUCKER, AARON PHIPPS, Colchester, Clerk Colchester Pet June 17 Ord June 17
 UHES, THOMAS, Sittingbourne, Butcher Rochester Pet May 17 Ord June 15
 WALSH, JOHN THOMAS, Swansea, Shipbroker Swansea Pet June 15 Ord June 15
 WARD, EDWARD, Sheffield, Fish Dealer Sheffield Pet June 16 Ord June 16

London Gazette.—FRIDAY, June 23.

RECEIVING ORDERS.

ALLEN, JAMES ALFRED, Reading, Newsagent Reading Pet June 19 Ord June 19
 BAIN, P. H., Leeds Leeds Pet May 24 Ord June 17
 BATCHELOR, FREDERICK WILLIAM, Carshalton, Surrey Croydon Pet May 8 Ord June 19
 BATT, JOHN GEORGE, Darlington, Clerk Stockton on Tees Pet June 19 Ord June 19
 BEANLAND, WILLIAM JAMES, Great Grimsby, Journeyman Upholsterer Great Grimsby Pet June 20 Ord June 20
 BELL, WILLIAM THOMAS, Yeovil, Foreman Motor Engineer Yeovil Pet June 19 Ord June 19
 CAPLE, WILLIAM, Miskin, Mountain Ash, Glam, Collier Aberdare Pet June 19 Ord June 19
 CROLY, ARTHUR ENGLAND JOHNSON, Bordon Camp, Hampshire Guildford Pet May 27 Ord June 20
 DARLEY, HANNAH LOUISA, Pontefract, Yorks Wakefield Pet June 19 Ord June 19
 DAVIS, WALTER, Oxford, Baker Oxford Pet June 20 Ord June 20
 EBBUTT, JOHN THOMAS, Stapenhill, Derby, Nurseryman Burton on Trent Pet June 20 Ord June 20
 FRANCE, SEITH, Kenyon, Lancs, Licensed Victualler Bolton Pet June 20 Ord June 20
 GYNN, KINGSMILL DOUGLAS HOSEASON, Bath Bath Pet May 20 Ord June 20
 JEFFERSON, WALTER WRIGHT, Leeds, Furniture Broker Leeds Pet June 20 Ord June 20
 KNIGHT, JOHN CHARLES, Crewe, Licensed Victualler Nantwich Pet June 20 Ord June 20
 MACADAM, SUSAN KATE, and MARGARET MACADAM, Cindra Park, Upper Norwood Croydon Pet May 1 Ord June 19
 MAURICE, A. Dorking, Surrey, Dentist Croydon Pet June 1 Ord June 20
 MURPHY, MICHAEL ROBERT, Middlesbrough, Fitter Middlesbrough Pet June 16 Ord June 16
 MURRAY, PERCY JAMES ALEXANDER, Blackdown, Surrey Guildford Pet April 27 Ord June 20
 OROEL, ELEAZER, Plymouth, Furniture Dealer Plymouth Pet May 17 Ord June 19
 SMITH, ARCHIBALD HENRY, Sutton, Surrey, Auctioneer Croydon Pet May 1 Ord June 19

SPEAR, HARTLEY, Skirlaugh, Yorks, Joiner Kingston upon Hull Pet June 20 Ord June 20
 SYKES, HARRY, Harehills, Leeds, Bookmaker Leeds Pet June 17 Ord June 17
 VOSPER, HENRY GODFREY, Upper Parkstone, Dorset, Builder Poole Pet June 20 Ord June 20
 WHITING, THOMAS, East Challow, nr Wantage, Berks Oxford Pet June 19 Ord June 19

FIRST MEETINGS.

BAIN, P. H., Leeds July 5 at 3 Off Rec, 24, Bond st, Leeds
 BATCHELOR, FREDERICK WILLIAM, Carshalton, Surrey July 5 at 2.30 132, York rd, Westminster Bridge rd
 BELL, WILLIAM THOMAS, Yeovil, Foreman Motor Engineer July 4 at 12.45 Off Rec, City chambers, Catherine st, Salisbury
 CAPLE, WILLIAM, Miskin, Mountain Ash, Glam, Collier July 3 at 12 Temperance Hall, Aberdare
 CLARK, JOHN WILLIAMSON, JOHN HENRY HAYNES, and LORENZO, THEOPHILUS SAMUEL SHARPE, Ramdun, Northampton, Boot Manufacturers July 4 at 1 Royal Hotel, Kettering
 DENNIS, WALTER, Skegness, Cabdriver July 3 at 2.30 Off Rec, 4 and 6, West st, Boston
 ELLIOTT, JOSEPH, Sheffield July 5 at 12 Off Rec, Figtree ln, Sheffield
 GRIFFITH, WILLIAM POWELL, Old Southgate, Middlesex, Grocer July 5 at 3 14, Bedford row
 HASSNIP, WM THOMAS, Hisey, Lincs, Tailor July 3 at 2 Off Rec, 4 and 6, West st, Boston
 JEFFERSON, WALTER WRIGHT, Leeds, Furniture Broker July 5 at 2.30 Off Rec, 24, Bond st, Leeds
 JONES, JOHN HUGH, Bethesda, Carnarvon, Quarryman July 3 at 12 Croydon, Eastgate row, Chester
 KINGSBOTT, ARTHUR, Litchamption, Daylawn July 4 at 12.30 Off Rec, 12A, Marlborough pl, Brighton
 LOFTHOPE, WILLIAM, and JOHN CHARLES LOFTHOPE, Sheffield, Mineral Water Manufacturers July 5 at 11.30 Off Rec, Figtree ln, Sheffield
 MACADAM, SUSAN KATE, and MARGARET MACADAM, Cindra Park, Upper Norwood July 5 at 11.30 132, York rd, Westminster Bridge rd
 PAYSON, JOHN CUNSON, Batley, Yorks, Farmer July 3 at 11 Off Rec, Bank chambers, Corporation st, Dewsbury
 PEAKSON, GEORGE ALLEN FISHER, Sturton Vicarage, Cheltenham July 1 at 3.30 County Court bldg, Cheltenham
 QUICK, T. Croydon, Licensed Victualler July 4 at 12 Off Rec, 12A, Marlborough pl, Brighton
 ROBERTS, HENRY THOMAS, Weymouth, Wholesale Fish Merchant July 4 at 1 Off Rec, City chambers, Catherine st, Salisbury
 ROYLE, THOMAS and JONATHAN ROYLE, Eccles, Lancs, Corn Dealers July 1 at 11 Off Rec, Byron st, Manchester
 SAVAGE, WILLIAM JOSEPH, Southwick, Sussex, Boot Repairer July 4 at 11 Off Rec, 12A, Marlborough pl, Brighton
 SMITH, ARCHIBALD HENRY, Sutton, Surrey, Auctioneer July 5 at 12 132, York rd, Westminster Bridge rd
 SYKES, HARRY, Harehills, Leeds, Bookmaker July 3 at 11 Off Rec, 24, Bond st, Leeds
 TOLIN, ATWOOD WALTER, Bournemouth
 WARD, EDWARD, Sheffield, Fish Dealer July 5 at 12.30 Off Rec, Figtree ln, Sheffield
 WILSHAW, HENRY JAMES, Stoke on Trent, Architect July 1 at 11 Off Rec, King st, Newcastle, Staffs

ADJUDICATIONS.

ALLEN, JAMES ALFRED, Reading, Newsagent Reading Pet June 19 Ord June 19
 BATT, JOHN GEORGE, Darlington, Railway Clerk Stockton on Tees Pet June 19 Ord June 19
 BEANLAND, WILLIAM JAMES, Gt Grimsby, Journeyman Upholsterer Gt Grimsby Pet June 20 Ord June 20
 BELL, WILLIAM THOMAS, Yeovil, Foreman Motor Engineer Yeovil Pet June 19 Ord June 19
 CAPLE, WILLIAM, Miskin, Mountain Ash, Glam, Collier Aberdare Pet June 19 Ord June 19
 DARLEY, HANNAH LOUISA, Pontefract, Builder Wakefield Pet June 19 Ord June 19
 DAVIS, WALTER, Oxford, Baker Oxford Pet June 20 Ord June 20
 EBBUTT, JOHN THOMAS, Stapenhill, Derby, Nurseryman Burton on Trent Pet June 20 Ord June 20
 FRANCE, SEITH, Kenyon, Lancs, Licensed Victualler Bolton Pet June 20 Ord June 20
 GYNN, KINGSMILL DOUGLAS HOSEASON, Bath Bath Pet May 20 Ord June 20
 JEFFERSON, WALTER WRIGHT, Leeds, Furniture Broker Leeds Pet June 20 Ord June 20
 LANDOWN, JAMES, Sydenham, Kent, Licensed Victualler Greenwich Pet May 13 Ord June 20
 MURPHY, MICHAEL ROBERT, Middlesbrough, Fitter Middlesbrough Pet June 16 Ord June 16
 NIXON, WILLIAM HENRY, Epsom, Surrey, Wine Merchant Croydon Pet May 31 Ord June 17
 SPEAR, HARTLEY, Skirlaugh, York, Joiner Kingston upon Hull Pet June 20 Ord June 20
 SYKES, HARRY, Harehills, Leeds, Bookmaker Leeds Pet June 17 Ord June 17
 VOSPER, HENRY GODFREY, Upper Parkstone, Dorset, Builder Poole Pet June 20 Ord June 20
 WHITING, THOMAS, East Challow, nr Wantage, Berks, Timber Merchant Oxford Pet June 19 Ord June 19

Amended Notice substituted for that published in the London Gazette of June 20:

SHERRIFF, WILLIAM, Houghton le Spring, Durham, Oil Merchant Durham Pet Jan 10 Ord Jan 10

London Gazette.—TUESDAY, June 27.

RECEIVING ORDERS.

ALFRED, REUBEN, Jamaica st, Whitechapel High Court Pet May 30 Ord June 19
 ASHVELL, ARTHUR LINDLEY, Nottingham, Solicitor Nottingham Pet June 3 Ord June 19

BEVERLEY, SAMUEL, Salford, Lancs, Motor Engineer Salford Pet June 19 Ord June 19
 BEWICK, IVAN C E, Albermarle st High Court Pet April 24 Ord June 20
 CARLIDA, A. Devonshire ter, Lancaster Gate High Court Pet May 4 Ord June 20
 CHAPMAN, SIDNEY HOWARD, Liverpool rd, Highbury, Coach Builder High Court Pet June 2 Ord June 19
 CHEVY, GEORGE CHARLES, Norfolk st, Stand, Financier High Court Pet April 25 Ord June 20
 COHEN, HARRIS, Clark st, Kettlefield, Tailor High Court Pet May 30 Ord June 19
 COOPER, ALBERT WILLIAM, Ryder st, St James' st, Insurance Broker High Court Pet April 11 Ord June 19
 CRONBACH, R. Great Winchester st, Finance Broker High Court Pet May 22 Ord June 20
 DANES, C E, Fairfield rd, Crouch End, Produce Agent High Court Pet June 2 Ord June 19
 DARTY, WILLIAM, Rochester, Builder Rochester Pet June 21 Ord June 21
 FARE, JOHN, New Brighton, Chester, Football Club Director Birkenhead Pet April 28 Ord June 19
 HOLMES, ARTHUR LING, Upper st, Islington, Stationer High Court Pet June 19 Ord June 19
 LAWCOCK, WILLIAM, Rotherham, Boot Maker Sheffield Pet June 21 Ord June 21
 LAWTON, KENNETH, Morley, Yorks, Painter Dewsbury Pet June 21 Ord June 21
 MCKECHNIE, A E Colville ter, Bigswater, Merchant High Court Pet May 23 Ord June 21
 NELSON, ALFRED, Woodford Green, Essex High Court Pet June 21 Ord June 21
 MILLS, OSCAR, Stretford, Manchester, Actor High Court Pet June 19 Ord June 19
 MORGAN, REES, Llanwit Major, Glam, Ironmonger Cardiff Pet June 8 Ord June 20
 PHILLIPS, DAVID HENRY, Pontycymer, Glam, Draper's Assistant Cardiff Pet June 21 Ord June 21
 POND, WILLIAM EDWIN, High st, Camden Town, Coffee House Keeper High Court Pet June 20 Ord June 20
 QUARMBY, ARTHUR, Huddersfield, Laundryman Huddersfield Pet June 21 Ord June 21
 SCOTT, THOMAS, Newcastle upon Tyne Newcastle upon Tyne Pet June 2 Ord June 19
 STEPHENS, WILLIAM THOMAS, Llanelly, Confectioner Carmarthen Pet June 21 Ord June 21
 TRAVERS, ANNIE, Chesterfield, Derby Chesterfield Pet June 21 Ord June 21

FIRST MEETINGS.

ALFRED, REUBEN, Jamaica st, Whitechapel July 11 at 12 Bankruptcy bldgs, Carey st
 BATT, JOHN GEORGE, Darlington, Railway Clerk July 6 12.30 Off Rec, Court chambers, Albert rd, Middlesbrough
 BEWICK, IVAN C E, Albermarle st July 6 at 11 Bankruptcy bldgs, Carey st
 BOOTH, GEORGE, Eckington, Derby, Licensed Victualler July 5 at 12.30 Off Rec, 5, Victoria bldgs, London rd, Derby
 BOWNE, JAMES EDWARD, Ashover, Derby, Grocer July 5 at 12 Off Rec, 5, Victoria bldgs, London rd, Derby
 CARLIDA, A. Devonshire ter, Lancaster gate July 10 at 1 Bankruptcy bldgs, Carey st
 CHAPMAN, SIDNEY HOWARD, Liverpool rd, Highbury, Coach Builder July 10 at 12 Bankruptcy bldgs, Carey st
 CHEVY, GEORGE CHARLES, Norfolk st, Strand, Financier July 7 at 2.30 Bankruptcy bldgs, Carey st
 COHEN, HARRIS, Clark st, Kettlefield, Tailor July 11 at 11 Bankruptcy bldgs, Carey st
 COOPER, ALBERT WILLIAM, Ryder st, St James' st, Insurance Broker July 6 at 12 Bankruptcy bldgs, Carey st
 CROLY, ARTHUR ENGLAND JOHNSON, Bordon Camp, Hants July 7 at 11.30 132, York rd, Westminster Bridge rd
 CRONBACH, R. Great Winchester st, Finance Broker July 7 at 1 Bankruptcy bldgs, Carey st
 DANES, C E, Fairfield rd, Crouch End, Produce Agent July 6 at 1 Bankruptcy bldgs, Carey st
 DARTY, WILLIAM, Rochester, Builder July 5 at 3.15 115, High st, Rochester
 DARLEY, HANNAH LOUISA, Pontefract, York, Builder July 5 at 11 Off Rec, 6, Bond ter, Wakefield
 DAVIS, WALTER, Oxford, Baker July 5 at 12 1, St Aldate's, Oxford
 DOUGHTY, MABEL LAURA, Nottingham, Stationer July 6 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 GARDNER, JOHN, Morecambe, Lancs, Builder July 7 at 10 Off Rec, 13, Winkley st, Preston
 HOLMES, ARTHUR LING, Upper st, Islington, Stationer July 5 at 12 Bankruptcy bldgs, Carey st
 JONES & Co, W G, Uxbridge rd, Acton, Wine Merchants July 7 at 3 13, Bedford row
 KNIGHT, JOHN CHARLES, Crewe, Licensed Victualler July 6 at 12 Off Rec, King st, Newcastle, Staffs
 MAURICE, A. Dorking, Dentist July 6 at 2.30 132, York rd, Westminster Bridge rd
 MILLS, OSCAR, Stretford, Manchester, Actor July 5 at 1 Bankruptcy bldgs, Carey st
 MURPHY, MICHAEL ROBERT, Middlesbrough, Tobaccoist July 6 at 12.45 Off Rec, Court chambers, Albert rd, Middlesbrough
 MURRAY, PERCY JAMES ALEXANDER, Blackdown, Surrey July 7 at 12 132, York rd, Westminster Bridge rd
 POND, WILLIAM EDWIN, High st, Camden Town, Coffee house Keeper July 6 at 12 Bankruptcy bldgs, Carey st
 SCOTT, THOMAS, Newcastle upon Tyne July 5 at 12 Off Rec, 30, Mooley st, Newcastle upon Tyne
 SPEAR, HARTLEY, Skirlaugh, York, Joiner July 5 at 11.30 Off Rec, York City Bank chambers, Lowgate, Hull
 TUCKER, AARON PHIPPS, Colchester, Clerk July 4 at 11 On s Hotel, Colchester
 VOSPER, HENRY GODFREY, Upper Parkstone, Dorset, Builder July 5 at 2 100, High st (first floor), Poole
 WHITING, THOMAS, East Challow, nr Wantage, Berks, Company Director July 6 at 11.30 Off Rec, Court chambers, Albert rd Middlesbrough

LAW FIRE INSURANCE SOCIETY LTD.,

No. 114, Chancery Lane, London, W.C.



BONDS—The Directors desire to specially draw the attention of the Legal Profession to the fact that the Fidelity Guarantee Bonds of this Society are accepted by His Majesty's Government and in the High Court of Justice.

Fire. Personal Accident and Disease. Burglary. Fidelity Guarantee. Workmen's Compensation, including Domestic Servants. Property Owners' Indemnity. Third Party. Plate Glass.

DIRECTORS—

CHARLES PLUMPTRE JOHNSON, Esq., J.P., Chairman (Johnsons, Long & Raymond-Turker), Lincoln's Inn.
 ROMER WILLIAMS, Esq., D.L., J.P. Vice-Chairman (Williams & James), Norfolk House, Thames Embankment.
 Sir RICHARD NICHOLSON (Nicholson, Patterson & Freeland), Queen Anne's Gate, Westminster.
 GEORGE FRANCIS BERNY (Correll & Berny), Lincoln's Inn Fields.
 H. D. REWES, Esq. (Rewes & Dickinson), Stonehouse, Plymouth.
 L. C. CHOLMELEY, Esq. (Freer, Cholmeley & Co.), Lincoln's Inn Fields.
 EDMUND FRANCIS CHURCH, Esq. (Church, Adams & Prior), Bedford Row.
 F. E. E. FAREBROTHER, Esq. (Fladgate & Co.), Craig's Court, Charing Cross.
 HENRY LEEFVRE FARRER, Esq. (Farrer & Co.), Lincoln's Inn Fields.
 E. S. FREELAND, Esq. (Nicholson, Patterson & Freeland), Queen Anne's Gate, Westminster.
 C. W. GRAHAM, Esq. (Lawrence, Graham & Co.), Lincoln's Inn.
 W. A. T. HALLOWES, Esq. (Hallowes & Carter), Bedford Row.
 EDWIN HART, Esq. (Hudd, Brodie & Hart), Bedford Row.
 E. CARLETON HOLMES, Esq. (E. Carleton Holmes, Son, & Fell), Bedford Row.
 FRANCIS REGINALD JAMES, Esq. (Gwynne James & Son), Hereford.
 HARRY W. LEE, Esq. (Lee, Bolton & Lee), The Sanctuary, Westminster.
 DILLON R. L. LOWE, Esq. (Lowe & Co.), Temple Gardens.
 FREDERICK STUART MORGAN, Esq. (Staxton & Morgan), Somerset Street.

SECRETARY—H. T. OWEN LEGGATT.

ASSISTANT SECRETARY—ARTHUR E. C. WHITE.

This Society, consequent on its close connection with, and exceptional experience of the requirements of, the Legal Profession, INVITES APPLICATIONS FOR AGENCIES FROM SOLICITORS, TO WHOM IT IS ABLE TO OFFER SPECIAL FACILITIES for the transaction of Insurance business on the most favourable terms. It enjoys the highest reputation for prompt and liberal settlement of claims. Prospectuses and Proposal Forms and full information may be had at the Society's Office. The business of the Society is confined to the United Kingdom, and the security offered to the Policy Holders is unsurpassed by any of the leading Insurance Companies.

LONDON GUARANTEE AND ACCIDENT COMPANY (LIMITED).

The Company's Bonds are Accepted by the High Court as SECURITY FOR RECEIVERS, LIQUIDATORS AND ADMINISTRATORS, for COSTS in Actions where security is ordered to be given, by the Board of Trade for OFFICIALS under the Bankruptcy Acts, and by the Scotch Courts, &c., &c.

Claims Paid Exceed - £2,375,000.

Workmen's Compensation and Third Party including Drivers' Risks, Fire, Burglary, Lift, Plate Glass and Motor Car Insurance.

HEAD OFFICE:—42-45, New Broad Street, E.C.
 West End Office: No. 61, St. James's Street, S.W.

EQUITABLE REVERSIONARY INTEREST SOCIETY, Limited.

10, LANCASTER PLACE, STRAND, W.C.
 ESTABLISHED 1888. CAPITAL, £500,000.
 Reversions and Life Interests in Landed or Funded Property or other Securities and Annuities PURCHASED or LOANS granted thereon.

Interest on Loans may be Capitalised.
 C. H. CLAYTON, Joint
 F. H. CLAYTON, Secretaries.

THE REVERSIONARY INTEREST SOCIETY, LIMITED

(ESTABLISHED 1823).

Purchase Reversionary Interests in Real and Personal Property, and Life Interests and Life Policies, and Advance Money upon these Securities.

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